## Contents.



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# The Solicitors' Journal and Reporter.

LONDON, AUGUST 11, 1894.

## Cases Reported this Week.

*In the Solicitors' Journal.*



*In the Weekly Reporter.*



## CURRENT TOPICS.

WE COMMENCE this week a series of articles on the new estate duty, which we hope will help our readers to master the practical working and somewhat intricate provisions of an Act which they are likely to have almost constantly under their notice for some considerable period, until the practice has become settled. We shall be greatly obliged if any of them who may have communications from the authorities upon questions arising under the Act, shewing the official views entertained as to its construction or working, or are aware of any suggestions as to the mode of framing instruments so as to avoid the duty, or relating to the construction of the Act, will kindly send us a note of such communications or suggestions.

IT IS UNDERSTOOD that only three of the judges of the Chancery Division will sit on Saturday, the last day of the sittings.

COURT OF APPEAL No. 2 will, before rising for the Long Vacation, have practically disposed of all the Chancery appeals ready for hearing. There will be a few of such appeals which have been set down, but are waiting for production of the order appealed from.

MR. JUSTICE ROMER has not been sitting this week, and has been taking some slight recreation in preparation for the arduous work of the ensuing Long Vacation, which work begins on Monday, the 13th inst., generally, and on Wednesday, the 15th, in court.

IN CONSEQUENCE of the numerous changes which have of necessity been made in the lists of the actions which are to be transferred to Mr. Justice ROMER, the completion of the order of transfer has been postponed for some days beyond the time originally fixed; but it is intended that the transfer shall take place at an early date, so that the transferred actions will appear in the printed list for the Michaelmas Sittings.

AT THE TIME when Lord Justice DAVEY was announced to be appointed a Lord of Appeal there were four appeals, which had been heard before the Lord Chancellor, Lord Justice LINDLEY, and Lord Justice DAVEY, on which the judgment of the court had been reserved. It being thought unadvisable to release Lord Justice DAVEY until these cases were disposed of, three of them were put in the daily paper of Wednesday last, and the fourth on Friday, the 10th inst.

THE APPOINTMENT of Lord Justice DAVEY as a Lord of Appeal, in succession to Lord RUSSELL, will supply the element which has for some time been lacking in the ultimate Court of Appeal,

and is, indeed, by universal acknowledgment, the fittest that could have been made. If it cannot be said that the new Lord of Appeal has quite fulfilled the expectations which were entertained when he was placed on the bench, a good deal may be hoped for from his assistance in the class of cases which come on for the deliberate consideration of the House of Lords. No announcement has yet been made of his successor in the Court of Appeal, but, although we *know* nothing as to the contemplated appointment, there is some reason for supposing that the pre-eminent qualifications for the Court of Appeal of the senior judge of the Chancery Division may at last receive recognition. The appointment of Mr. Justice CHITTY—if, indeed, it is not almost too good to be expected—would be everywhere welcomed.

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SOME UNCERTAINTY has prevailed as to how the appointments of additional revising barristers are to be made in the present year. Since the passing of the County Electors Act, 1888, the making of these appointments has been regulated by that Act and the Revising Barristers Act, 1884, the procedure being that, upon the Secretary of State having become aware at any time after the 1st of September that additional revising barristers would be wanted, it was his duty to notify the fact to the judge in chambers (viz., the Long Vacation judge), who was then to make the appointments. But the commencement of the revision in the present year having been fixed for the 3rd of September, a difficulty arose. It became impossible for the appointments to be made in time if permission to make them could only be given at some date after the 1st of September. This difficulty has been removed by means of a clause inserted by the House of Lords into the Registration Acceleration Act (which received the Royal assent last week), and providing that such appointments of additional revising barristers as may be necessary may be made at any time after the passing of that Act. As this provision left the expression "the judge in chambers" undefined, the clause goes on to enact that the appointments shall in the present year be made by the circuit judges, and in London by the Lord Chief Justice—the same patrons, that is to say, who appoint the ordinary revising barristers. The work will be peculiarly difficult this year, and a larger number of "additionals" than usual will be required owing to the registration for the first time of "parochial electors" under the Local Government Act, 1894. We understand that a large number of applications have been made.

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ON WEDNESDAY the Court of Appeal had to consider, in *Smith* v. *Lancaster*, the question whether, when settled land is sold by a number of persons, who, under section 2 (6) of the Settled Land Act, 1882, together constitute, or are entitled to exercise the powers of, the tenant for life under the Act, each of those persons is entitled, at the cost of the capital, to employ a separate solicitor to act for him in the matter of the sale, or whether the whole number are bound to employ the same solicitor. In the recent case there were twenty-five persons who together were entitled to exercise the power of sale conferred by the Act on a tenant for life. They all together employed one solicitor to conduct the sale for them, but four of the twenty-five employed separate solicitors to peruse on their behalf the conveyances to the purchasers, and to complete the transaction. The other twenty-one vendors employed for these purposes the solicitor who had conducted the sale. Under these circumstances Mr. Justice KEKEWICH held (*ante*, p. 549) that the four persons who had employed separate solicitors were not entitled to have the costs thus incurred by them paid out of the proceeds of sale. He said that he saw no reason why some few of a large body of tenants in common for life should indulge in the luxury of separate solicitors at the cost of the *corpus*. The settlement of conveyances to purchasers might reasonably and safely be left to the solicitor acting for the main body. We discussed this decision *ante*, p. 543, and suggested that it was rather to be ascribed to the doctrine laid down by the same learned judge in *Catton* v. *Banks* (41 W. R. 429). The Court of Appeal (Lord HERSCHELL, C., and LINDLEY and DAVEY, L.JJ.) dissented from this view, and held that the costs incurred to the separate solicitors ought to be paid out of the proceeds of sale. The Lord Chancellor considered that there was no more obligation upon the four vendors to employ the solicitor of the twenty-one than there was upon the twenty-one to employ the solicitor of the four. It might be very reasonable that all the vendors should employ the same solicitor. But the Act gave no power to a majority to bind the minority in such a matter. And section 53, which placed the tenant for life in exercising the power of sale in the position of a trustee, and required him to have regard to the interests of the other persons interested in the estate, had really no application, though it had been relied upon in argument. His lordship was of opinion that each vendor was entitled to have the conveyance to the purchaser perused on his behalf by a solicitor in whom he had confidence, and was not bound to rely upon another vendor's solicitor. This decision appears to us to be in conformity with good sense and ordinary practice.

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THE COUNCIL of the Institute of Chartered Accountants have just issued a valuable statement as to official administration in companies' liquidation. They commence by relating the strange history of the Inter-Departmental Committee appointed by the Board of Trade, at the suggestion of the Treasury, to inquire as to the limits of action of the board as regards the liquidation of companies. The Treasury suggested that the question of official administration in companies' winding up should be investigated "in all its bearings" by a committee which was to "advise as to the limits within which the action of the department should be restricted." The Board of Trade withheld the power of general investigation from the committee, and appointed it to consider "the limits (*if any*)" within which the action of the Board was to be restricted. All the members of the committee except one (an ex-President of the Board of Trade) were Government officials. They examined ten witnesses. One was the winding-up judge, two were solicitors, and one was an accountant. The other six were, or had been, officials. The evidence of the non-official witnesses was practically disregarded by the committee; they reported (clause 6) that "in the main their objections to the present system are objections to the policy of the Act itself, a matter which we conceive is beyond the scope of our reference. As regards the administration of the Act, we do not think that they have established any ground of complaint, and the action of the Board of Trade has been shewn to be in harmony with the Act." It would, indeed, have been strange if a committee composed almost exclusively of present or past officials had reported against officialism. The council next discuss the report of this highly impartial committee. As to provisional liquidators, the committee seem to be in favour of these officials having all the powers of a liquidator, which powers would enable them to realize the bulk of the assets before the creditors and contributories have held their first meetings. The authority for the power of the provisional liquidator to do so is the decision of Mr. Justice CHITTY in *Re English Bank of the River Plate* (40 W. R. 325; 1892, 1 Ch. 391) that the official liquidator, when acting provisionally as liquidator, has power to settle the list of contributories. It seems to follow that if the provisional liquidator may do this, he may exercise any powers which by the Act and rules are conferred on a liquidator. The council strongly impeach this decision, and announce that it is intended at the earliest opportunity to bring the question before the Court of Appeal. The council contend that the evidence given before the committee shewed that on the strength of this decision "the official receiver, as provisional liquidator, has yielded to the temptation of realizing, even before the first meetings have been called, to an extent far 'beyond properly intervening to prevent fraud or waste in dealing with the property of a company in liquidation.'"

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ANOTHER PORTION of the report to which the council drew special attention is the delay in holding the first meetings. As to this Mr. WHINNEY presented to the committee a detailed analysis of the delays which had taken place, and the council say that, "After his proof positive of the fact of great delays having happened in practically every case—a delay which is of the greatest assistance in enabling the official receiver to realize early, and on the strength of this having

been done, to ask that he may be continued as liquidator—the committee say that 'it has been *suggested*' that the first meetings have been unduly delayed! And after finding as a fact that they are never held within the *statutory* period of twenty-one days from the date of the winding-up order, but on an average from two to three months from that date, they absolve the official receiver from blame, and assign as the cause of delay 'the practical impossibility of obtaining any sooner the statutory statement of affairs.'" Here again we have evidence of the strict impartiality to be expected from a departmental (whitewashing) committee. The net result of the report of the committee was to shelve the question of any restrictions being placed on the action of the official receivers, and to enable the appointment of more official receivers and assistant official receivers, with an increase on their salaries. What the Council of the Institute of Chartered Accountants ask for, and beyond all question are justified in asking for, is a Royal Commission, representative of all the interests concerned. The history of the Departmental Committee is but one of the discreditable incidents which have recently occurred in connection with the Board of Trade.

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THE CASE of *Lawes* v. *Bennett* (1 Cox. 167) is one around which judicial observations have accumulated thick during the century or more that has passed since the decision, and yet, as CHITTY, J., observed in *Re Isaacs, Isaacs* v. *Reginall* (*ante*, p. 662), it has endured the test of time, and still stands as a landmark. The result of this leading case, as applied in the later cases, is that, where there is a contract giving a lessee the option of purchasing property leased, and the option is exercised after the lessor's death, the property is converted into personalty from the time of the exercise of the option for the purpose of devolution, subject, of course, to there being no contrary intention manifested in his will. This result is well illustrated by the case of *Townley* v. *Bedwell* (14 Ves. 591), where the question arose who was entitled to intermediate rents; and Lord ELDON, who had argued *Lawes* v. *Bennett*, followed it, saying: "That case was very much argued, and I do not mean to say that a great deal may not be urged against it; but where there is a decision precisely in point, it is better to follow it" (14 Ves., at p. 596); and he held accordingly that the rents there went to the heir. "The grant of the option," said CHITTY, J., explaining *Townley* v. *Bedwell*, "effected a conversion, by virtue of the contract, of the testator's real estate into personal estate as between his real representative and his personal representative, but operating for all purposes only from the time when the option itself was exercised." *Lawes* v. *Bennett* seems to carry the doctrine of conversion by contract to a point where it comes near to conflicting with the general rule that conversion arises only when a sale is imperatively directed, as was argued in *Weeding* v. *Weeding* (9 W. R. 131, 1 Johns. & H. 424, at p. 429). Effect, however, was thus given to the intention, as evidenced affirmatively by the agreement to grant the option, and negatively by the absence of any contrary expression on the face of a testator's will, that it should be left to the election of the donee of the option whether the property was to devolve as real or personal estate (*Weeding* v. *Weeding*, *supra*, 1 Johns. & H., at p. 430). In *Re Isaacs* there was, apparently for the first time in these cases, an intestacy, and the option only arose after the lessor's death. It was said that *Lawes* v. *Bennett* had never been applied, and ought not to be extended, to a case of intestacy, and the arguments *ab inconvenienti* against that decision were also pressed, as they had been pressed before —*e.g.*, in *Weeding* v. *Weeding*. His lordship pointed out in the argument that many titles must rest on *Lawes* v. *Bennett*, and lent no countenance in his judgment to the distinctions contended for on the grounds of the intestacy and the postponement of the option until after the death of the lessor. "Notwithstanding any subsequent case," said his lordship, "the doctrine appears to me to apply without any possible limitation or qualification to the case of an intestacy"; and later, "I cannot see that I shall be extending *Lawes* v. *Bennett* if I say that it applies to a case where the option only arises after the grantor's death; that seems to me to be an immaterial circumstance, and in my opinion I should be declining to follow that case if I adopted the argument. In *Lawes* v. *Bennett* the option was exercisable as well before as after the death. It was, in fact, exercised after the death." CHITTY, J., accordingly held that the money payable on the exercise of this option to purchase in *Re Isaacs* was personal estate of the intestate, and passed to his personal representative.

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THE DECISION of the Court of Appeal in *The Republic of Chili* v. *The London and River Plate Bank* illustrates an important principle of public law. The plaintiffs are the successors of the Government of President BALMACEDA, and sought to recover from the bank 338 bars of silver which that Government had deposited with the bank as security for a loan of £130,000. The arrangement for the loan was made in July, 1891, with the manager of the bank at Monte Video, through the Chilian agent, Senor VIDAL; but the advance was not actually made till the 29th of August. On the previous day BALMACEDA's army had been defeated by the insurrectionary party, and his Government had ceased to be the *de facto* Government of Chili. There were thus two points in the case—whether BALMACEDA's Government had power to make a pledge of the silver which would bind the succeeding Government; and whether, if it had such power as long as it was the *de facto* Government, Senor VIDAL's authority was put an end to by the events of the 28th of August. Stated thus baldly, the first point, though it may represent the legal case of the plaintiffs, does not represent its moral strength. The silver was originally devoted by law to be a reserve to support an issue of paper currency. BALMACEDA's Government, for their own purposes, procured the repeal of the law, and so obtained the control of the silver. The insurrectionary party—that is, the present Government of Chili—protested at the time to the bank that the proceedings were illegal, and that no advance on the silver ought to be made. But into such questions the courts of this country cannot go. It is sufficient that BALMACEDA's Government was the *de facto* Government, and all its dealings with Government property are binding on its successor. This was put very clearly by JAMES, V.C., in the *United States* v. *McRae* (L. R. 7 Eq. 69), where the United States Government sought to make an agent of the Confederate Government account for his dealings in respect of the Confederate loan which he had been employed to raise in this country. It was held that they succeeded only to the rights of the Confederate Government, and that, if an account was taken at all, it must be on the same footing as between the Confederate Government and its agent. The Vice-Chancellor laid it down as clear public law that any Government which *de facto* succeeds to any other Government, whether by revolution or restoration, conquest or reconquest, succeeds to all the public property. This right, however, is not paramount, but derived "through the suppressed and displaced authority, and can only be enforced in the same way, and to the same extent, and subject to the same correlative obligations and rights as if that authority had not been suppressed and displaced, and was itself seeking to enforce it." On this principle the present Government of Chili are clearly bound by dealings with public property entered into by the authority of BALMACEDA's Government, and the matter is reduced to the second point, whether Senor VIDAL's authority lasted after the 28th of August. But it has been laid down by the Court of Appeal in *Drew* v. *Nunn* (27 W. R. 810, 4 Q. B. D. 661) that the authority of an agent may last after revocation until a third party with whom he deals has notice of the revocation, and since, on the 29th of August, the bank manager had not had notice of BALMACEDA's downfall, the bank were protected.

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THE COURT OF APPEAL have re-enunciated in *Anderson* v. *Gorrie* the principle that no action will lie against a judge for acts done by him as a judge, and while exercising his lawful jurisdiction, even though done maliciously and in abuse of his judicial office. The public interest requires this absolute immunity, and Lord Justice KAY gave it as his opinion that, if the immunity did not exist, judges would be exposed to continual attack at the hands of disappointed suitors. In *Thomas* v. *Churton* (2 B. & S. 475) it was held that a coroner, holding an inquest on a dead body, was not liable to an action for words falsely and maliciously spoken by him in addressing the jury; and in *Fray* v. *Blackburn* (3 B. & S. 576), where the allegation of malice

had been omitted in the declaration, the court refused leave to amend, on the ground that the amendment would not advance the plaintiff's case. "It is a principle of our law," said CROMPTON, J., "that no action will lie against a judge of one of the superior courts for a judicial act, though it be alleged to have been done maliciously and corruptly; therefore the proposed allegation would not make the declaration good." And, as already stated, the principle applies to all persons holding judicial office, so long as they are acting within their jurisdiction. In *Thomas* v. *Churton* COCKBURN, C.J., intimated a doubt whether want of reasonable and probable cause for the utterance of slanderous words might not be a ground for allowing the action; and in *Scott* v. *Stansfield* (L. R. 3 Ex. 220), where the declaration alleged both malice and want of reasonable and probable cause, reliance was placed upon this expression of opinion. But the doubt is unfounded, and the court laid down generally the principle that no action will lie against a judge for any acts done or words spoken in his judicial capacity in a court of justice. "This provision of the law," said KELLY, C.B., "is not for the protection or benefit of a malicious or corrupt judge, but for the benefit of the public, whose interest it is that the judges should be at liberty to exercise their functions with independence and without fear of consequences."

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THE QUESTION of the issue of shares at a discount has arisen in a new form before KEKEWICH, J., in *Re The Railway Time Tables Publishing Co. (Limited)*. The company was incorporated in January, 1886, with a nominal capital of £30,000, in 6,000 £5 shares. In May, 1886, the capital was, by special resolution, increased to £40,000, and of the new shares, which were also £5 shares, some were issued at a discount. The articles of association contained a clause specially preserving the rights of the holders of shares issued upon special conditions in the event of a winding up, and in the event of the capital not being sufficient to repay all the shareholders in full. As against creditors it was, of course, admitted that the issue of shares at a discount could not be supported (*Re Almada and Tirito Co.*, 38 Ch. D. 415; *Ooregum Gold Mining Co.* v. *Roper*, 1892, A. C. 125), but the obligations of the company had been fully satisfied, and it remained, therefore, to determine whether the holders of the discount shares were liable to pay the balance of the nominal value for the benefit of the general shareholders. The question is, in what sense the issue of shares at a discount is to be deemed to be unlawful. Is it forbidden for all purposes? Or is it forbidden only in the sense that the rights of creditors of the company shall not be prejudiced by it? Apart from some passages in the judgment of Lord HERSCHELL in *Ooregum Gold Mining Co.* v. *Roper*, it would probably be safe to assume that it is forbidden for all purposes, and this KEKEWICH, J., has done. But Lord HERSCHELL seems to have had difficulty in seeing why, so far as the shareholders are concerned, the company should not be at liberty to make any contract with them for payments in respect of their shares which may be mutually agreed upon. At the same time, his opinion was prefaced by words which keep the question still at large: "Except when the Legislature has expressly or by implication forbidden any act to be done by a company, their rights must be governed by the ordinary principles of law, and they are free to make, as between them and their shareholders, such contracts as they please." Has the Legislature, then, absolutely forbidden the issue of shares at a discount? Mr. Justice KEKEWICH holds that it has, but Lord HERSCHELL'S judgment seems to intimate that he did not think the case would necessarily fall within his qualifying words. This difference of opinion promises an interesting discussion of the matter in the future.

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Mr. Justice Day is reported to be rapidly recovering. His severe cold has almost passed away.

The *Times* says that at the first meeting on Tuesday of the Select Committee on Trusts Administration the Solicitor-General was elected chairman, and it was decided to adjourn until next session, full information being in the meantime obtained as to the practice in British colonies and foreign countries, particularly in regard to the functions of a public trustee.

## THE NEW ESTATE DUTY.

### I.—THE OLD DEATH DUTIES.

WE PURPOSE in this and some following articles to discuss the provisions of the first part of the Finance Act, 1894. Our readers will understand that the perusal of these articles will not give them a complete knowledge of the Act; it will only serve as an introduction to the study of it. We can hardly overstate the importance of acquiring a thorough knowledge of the Act, as it will, we fear, be found that, in many cases, the incidence of the new death duties will render it necessary to revise existing wills, and possibly to pay off sums covenanted to be paid to the trustees of a settlement made on the marriage of a child. Other minor matters which may require attention will be mentioned in the articles.

The Act makes great changes in the law, and in order to understand it one must have a general knowledge of the law as to death duties as it existed immediately before the Act came into operation. We may perhaps add that, although the Act presents some difficulties, they are not greater than might reasonably be expected to be found in an Act dealing with a very difficult subject, and that a great part of the newspaper criticisms on the drafting of the Act appear to us to be ill founded. It is hardly to be expected that an Act which was very largely amended during its passage through the House of Commons should be in all respects consistent, but after an attentive perusal of the Act we are able to say that on the whole it is clearly worded. Some of the provisions which appear to be obscure are provisions which have been in force with respect to the old death duties for many years, and have been found to work smoothly in practice. The difficulties that the reader will find in the Act arise in great part from the intricacy of the subject.

OLD DEATH DUTIES.—The death duties which existed at the time of the commencement of the Act were probate duty, legacy duty, succession duty, additional succession duty, account duty, and estate duty. In order to avoid confounding the old estate duty with the estate duty imposed by the Finance Act we shall call the former "Goschen's Estate Duty."

PROBATE DUTY.—The probate duty is an *ad valorem* stamp duty payable on the grant of probate or administration in respect of property of the nature following belonging to the deceased at the time of his death, or over which he exercised by his will a general power of appointment: that is to say (1) personal property, including real estate equitably converted into money during the deceased's lifetime, situated or transferable in this country; (2) property on the high seas at the time of his death if first reduced into possession by his representatives in this country; together in each case with the income thereon up to the date of the grant. The stamp was formerly affixed to the grant itself, but now it is affixed on the affidavit of value delivered by the person applying for the grant.

It will be observed that the question whether the property is liable to probate duty depends on its situation at the time of the death of the deceased, not on his domicil.

In estimating the value of property for probate duty the following deductions were allowed:—Reasonable funeral expenses, debts due by the deceased to persons resident in this country and payable by law out of the property comprised in the probate. But voluntary debts payable on the death of the deceased, or payable under any instrument not *bond fide* delivered to the donee three months before the death of the deceased, debts in respect whereof real estate was primarily liable, and debts in respect of which reimbursement was capable of being claimed from any other person or from the real estate of the deceased were not allowed to be deducted.

Where the value of the personal estate of a person dying after May, 1881, without any deduction for funeral expenses or debts, does not exceed £300, but exceeds £100, the duty is a fixed sum of 30s., which is to be in full satisfaction of legacy or succession duty on the estate: Customs and Inland Revenue Act, 1881 (44 Vict. c. 12), ss. 33, 36.

LEGACY DUTY.—Legacy duty is an *ad valorem* stamp duty imposed on gifts by will and on the residue or shares of residue under an intestacy of movable property—*i.e.*, on personal property, except chattels real, wherever situate, of a person dying

domiciled within the United Kingdom. It will be observed that the question whether property is liable to legacy duty does not depend upon its situation; it depends solely on the domicil of the deceased.

Formerly legacy duty was payable in respect of leaseholds for years situated in this country and on real property (apparently wherever situated) if the latter was, at the time of the death of the deceased, converted in equity into money, or was directed by his will to be sold; but no duty is payable in respect of property of this nature on the death of a person dying after the 1st of July, 1888: Customs and Inland Revenue Act, 1888 (51 Vict. c. 8), s. 21. The duty is *ad valorem*, its rate depends on the degree of relationship between the beneficiary and the deceased; but where the husband or wife of the beneficiary is of nearer relationship to the deceased than the beneficiary, the duty is charged at the rate at which the husband or wife would have been charged. The husband or wife is exempt. It will be convenient for our purpose to remember that where the beneficiary is the father or mother or the issue of the deceased the duty is charged at the rate of one per cent.; but no duty at one per cent. is payable in respect of property on which the existing probate duty has been paid.

The duty is payable at the time when the legacy is paid, accounted for, or retained, on the amount of the legacy, together with intermediate income.

Where legacies are enjoyed by persons in succession the duty is charged as follows—namely, if all those persons are liable to duty at the same rate, the duty is payable at once on the capital, but if they are liable to duty at different rates, those who take for life only are charged as if they had taken an annuity equal in amount to the annual value of the legacy, and the remainderman, on becoming absolutely entitled, is liable to duty as if he had taken immediately on the death of the testator.

Succession Duty.—Succession duty is an *ad valorem* duty payable on the death of any person in respect of property of either of the natures following:—(1) Immovable property—*i.e.*, real estate and chattels real situated in this country; (2) legacies charged on, and the proceeds of sale of, immovable property wherever situated, of a person dying domiciled in this country; (3) movable property settled by a British settlement where the trustees, or any of them, are domiciled in this country, notwithstanding that the property is, in fact, abroad, or that the *cestuis que trust* are domiciled abroad.

It will be observed that the question whether the property is liable to duty depends in some cases on the domicil of the deceased, and in other cases on the domicil of the trustees in whom it is vested, and lastly, in some cases, on the place where the property is situated.

The rate at which the duty is calculated depends on the relationship between the predecessor (*i.e.*, the settlor if the property is settled, and the deceased owner if it is not settled) and the successor (*i.e.*, the person on whom the beneficial interest in the property devolves on the death of the deceased). Where the husband or wife of the successor is of nearer relationship to the predecessor than the successor, the duty is charged at the rate at which the husband or wife would have been charged. The husband or wife of the predecessor is exempt.

The duty is paid in money, in the case of movable property, on the retainer for, or the receipt by, the successor; in the case of immovable property by instalments. The value of the immovable property is calculated for the purpose of the duty as the capitalized value of an annuity equal to the net annual value of the property for the life of the successor.

The duty is a first charge on the interest of the successor, not on the property itself. It will be observed that this charge, though a statutory charge, is not dangerous to purchasers. If the interest of the successor is legal, the fact of the devolution on death so as to create a succession will necessarily appear on the investigation of the title, and thus the fact of the charge of duty will become known to a purchaser. The reader will remember that as movable property cannot, generally speaking, be settled on persons in succession without the intervention of a trustee; the only case where the charge can attach on the legal interest is where immovable property devolves on death, a case where the title will necessarily be investigated. Where movable property is settled, or where an equitable interest in immovable property is settled, and the property itself is sold by the trustees, at a time when duty has attached, to a purchaser without notice of the trust, the latter will be safe, for as the duty attaches only on the interest of the successor, a mere equitable interest, and as the purchaser takes free from that interest, he also takes free from the charge of duty. The reader will bear in mind that by "immovable" property we mean real property and chattels real, and that by movable property we mean personal property other than chattels real.

The additional Succession Duty.—This duty is an additional succession duty at the rate of one-half per cent. for lineals and one and a half per cent. for other persons imposed in the case of successions after June, 1888 by 50 & 51 Vict. c. 8, s. 21. This duty does not apply to leaseholds or to property on which account duty has been paid.

Account Duty.—Account duty is an *ad valorem* stamp duty, imposed by 44 Vict. c. 12, s. 38, on the death of a person dying after May, 1881, on certain gifts of personal estate made by him. The provisions of this Act were altered by 52 Vict. c. 7, s. 11, and as altered they apply to gifts of personal estate, including the proceeds of realty held on trust for sale (*Attorney-General* v. *Dodd*, 1894, 2 Q. B. 150) made by a person dying after May, 1881—namely, to (1) *donationes mortis causa*, (2) immediate gifts *inter vivos* made within twelve months of the death of the donor, (3) gifts whenever made where an interest of any nature is reserved by contract or otherwise to the donor, (4) money received under a policy of assurance on the life of any person who keeps up the policy for the benefit of a donee, and (5) property comprised in a settlement *inter vivos* in favour of volunteers where a life interest or power of revocation is reserved for the settlor. The duty is not payable in respect of gifts contained in a marriage settlement in favour of persons within the marriage consideration; but it is payable in respect of any interest under the settlement taken by volunteers. The duty is payable on the value of the property at the time of the assessment, including all intermediate income accruing after the death.

Goschen's Estate Duty.—Goschen's estate duty was imposed by 52 Vict. c. 7 on the death of a person where (1) his property liable to probate duty exceeds £10,000 in value, (2) property liable to account duty exceeds £10,000 in value, (3) property in a succession exceeds £10,000 in value, and (4) personal property taken by the same person under the will of, and real property taken under the will or intestacy of, the same person, or *vice versâ*, exceeds £10,000 in value. There are certain exemptions which it is not necessary to refer to.

The duty is *ad valorem* at the rate of one per cent., and is not to be imposed in case of death after the 1st of June, 1896.

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## THE DOCTRINE OF *LIS PENDENS* AND PERSONAL ESTATE.

The Court of Appeal (Lord Herschell, C., and Lindley and Davey, L.JJ.) have reversed the judgment of Chitty, J., in *Wigram* v. *Buckley* (*ante*, p. 438), and have decided that the doctrine of *lis pendens* does not apply to personal estate other than chattels real. The decision is based partly upon the assumed original restriction of the doctrine to real estate, and partly on considerations of convenience; but it appears to be a departure from the general doctrine of *lis pendens*, and is contrary to the opinion distinctly expressed by Lord Romilly, M.R., in *Berry* v. *Gibbons* (21 W. R. 754, L. R. 8 Ch., p. 749).

The original restriction of the doctrine to real estate is suggested by the judgment of Lord King, C., in *Sorrell* v. *Carpenter* (2 P. Wms. 483):—"Where there is a conveyance made *pendente lite*, without any valuable consideration, and to avoid and elude a decree, it ought to be highly discountenanced, and even though the alienation be for never so good a consideration, yet, if made *pendente lite*, the purchase is to be set aside; and this in imitation of the proceedings in a real action at common law, where, if the defendant aliens after the pendency

of the writ, the judgment in the real action will overreach such alienation." But this passage only asserts that the doctrine was borrowed from the common law practice of real actions, and the doctrine itself has been justified upon grounds which apply equally to all property.

Sometimes the doctrine has been put upon the ground of notice, and this was distinctly done by Lord HARDWICKE, C., in *Worsley* v. *Earl of Scarborough* (3 Atk. 392), where he held that the notice existed during the pendency of the suit, and not only after decree. "There is," he said, "no such doctrine in this court that a decree made here shall be an implied notice to a purchaser after the cause is ended; but it is the pendency of the suit that creates the notice; for as it is a transaction in a sovereign court of justice, it is supposed all people are attentive to what passes there, and it is to prevent a greater mischief that would arise by people's purchasing a right under litigation, and then in contest." A curious commentary on this passage is afforded by another passage from the judgment in *Sorrell* v. *Carpenter* (*supra*). "His lordship said" (so runs the report) "it was a difficult matter to search for bills in equity, or to be able to get notice of them, many of such being, after filing, kept in the six clerks' desk; and though this court will oblige all to take notice of its decrees as much as of judgments, yet there does not seem to be the same reason for obliging people to take notice of the filing of a bill."

Lord KING gave this opinion in 1728. Possibly when Lord HARDWICKE declaimed in 1746 about the publicity of proceedings in sovereign courts of justice, the six clerks had ceased to hide away bills in equity in their desk; but it is clear that the implication of notice, unless means are taken really to publish to the world the institution of proceedings, is too unsubstantial to justify the doctrine of *lis pendens*, and subsequent judges have discarded it. That *lis pendens* is implied notice to all the world, said Lord CRANWORTH, C., in *Bellamy* v. *Sabine* (1 De G. & J. 566), "is not a perfectly correct mode of stating the doctrine. What ought to be said is that, *pendente lite*, neither party to the litigation can alienate the property in dispute so as to affect his opponent. The doctrine is not peculiar to courts of equity. In the old real actions the judgment bound the lands, notwithstanding any alienation by the defendant *pendente lite*, and certainly that did not depend on any principle arising from implied notice."

Here, again, we have the reference to the old real actions, though it is not introduced apparently with any view to restricting the doctrine to the subject-matter of such actions, but solely to shew that it is not peculiar to equity. The principle does not depend on notice, actual or implied, to the purchaser, or upon any considerations specially touching land. It is a principle introduced in favour of a person claiming specific property. Should he ultimately succeed in establishing his claim, he is not to be prejudiced by any dealing with the property which may have taken place in the course of the proceedings. The further reason given by Sir WILLIAM GRANT, M.R., in *Bishop of Winchester* v. *Paine* (11 Ves. 197) applies also to property generally. "Ordinarily, it is true, the decree of the court binds only the parties to the suit. But he who purchases during the pendency of a suit is bound by the decree that may be made against the person from whom he derives title. The litigating parties are exempt from the necessity of taking any notice of a title so acquired. As to them it is as if no such title existed. Otherwise suits would be interminable; or, which would be the same in effect, it would be in the pleasure of one party at what period the suit should be determined. The rule may sometimes operate with hardship upon those who purchase without actual notice; yet general convenience requires its adoption."

The result appears to be that, though the doctrine of *lis pendens* was justified by reference to the practice in real actions, and also on the ground of notice, yet it really rested on the ground that the institution of proceedings was a bar to any dealing with the property to the prejudice of the claimant. But the doctrine was too favourable to claimants to property, and pressed unduly upon purchasers. Although it may not have rested upon the implication of notice, yet, to avoid hardship, it required that the pendency of proceedings should be published. This could be done without trouble to the plaintiff, and would insure the safety of purchasers. Accordingly it was enacted by the Judgments Act, 1839 (2 & 3 Vict. c. 11), s. 7, that no *lis pendens* should bind a purchaser or mortgagee without express notice thereof until the name of the person whose estate was intended to be affected thereby and other particulars of the cause had been registered. The use of the word "estate" here might possibly be supposed to imply that the doctrine of *lis pendens* affects land only, but in *Wigram* v. *Buckley* CHITTY, J., considered this to be too narrow a construction. In the statute 30 & 31 Vict. c. 47, s. 2, which provides for the vacating of *lis pendens*, the general word "property" is used. On the other hand, the earlier Act dealing with the same matter, 23 & 24 Vict. c. 115, recites that various statutes required the registration of judgments, *lis pendens*, &c., "in order to affect any lands, tenements, and hereditaments sought to be charged therewith." This appears to be the strongest indication, so far as the statutes go, that the doctrine of *lis pendens* was confined to real estate, and, as LINDLEY, L.J., has pointed out, such restriction seems to have been assumed by CAIRNS, L.J., in *Re Barned's Banking Co.* (L. R. 2 Ch., p. 179), when considering section 114 of the Companies Act, 1862. The section provides that a winding-up petition, if duly registered, shall constitute a *lis pendens* within the meaning of the Judgments Act, 1839, and, in distinguishing it from section 153, the Lord Justice said that it did not deal with personal property at all, while section 153 did. The question there, however, was whether the petition affected specifically any property of contributories, so as to admit of its being registered as a *lis pendens* against them, and, since this question was decided in the negative, it was unnecessary to consider whether, in cases where there was a *lis pendens*, it affected only real estate.

The result was similar, so far as the judgment of the Court of Appeal went, in *Berry* v. *Gibbons* (*supra*). It was held that an administration decree, without any injunction or appointment of a receiver, did not take away the power of the executor to deal with the assets, and consequently the registration of the suit as a *lis pendens* was ineffectual. But Lord ROMILLY, M.R., had been of a different opinion, and since the property in dispute was personal property—a picture—it was necessary for him to determine whether the doctrine of *lis pendens* applied. After the institution of the suit and its registration as a *lis pendens*, the picture was deposited with a bank as security. Lord ROMILLY had no doubt that the doctrine applied. "The doctrine of *lis pendens*," he said, "would be worth nothing at all if, when a suit is registered, the application of that doctrine is to be excluded on the ground that the parties do not actually know of the suit, or that the doctrine only applies to real estate. . . . When a person presents a security to a banker, the banker is bound to search for *lis pendens*, and if any is found, then to ascertain the nature of the suit."

Upon this state of the authorities the question whether *lis pendens* affected personalty came before CHITTY, J., in *Wigram* v. *Buckley*, and he decided that it did. Upon the reasons which have been held to justify the doctrine it seems that he was right. A claimant is not to be prejudiced in his claim by any dealings with the property pending suit, and this is a principle which applies as much to personal as to real property. In practice, doubtless, the question has usually arisen with regard to land, and this circumstance may have influenced the judgments of the courts and also the drafting of Acts of Parliament. But when a case of personal property arises it is clear that the doctrine must apply unless some new principle is introduced by which to restrict its generality. No such new principle could be introduced by CHITTY, J., but the Court of Appeal are less fettered. The idea of a banker searching for *lis pendens*, a thing which, in Lord ROMILLY's view, it was perfectly natural for him to do, has, in the Court of Appeal, been treated as not to be entertained, and the old principle that the claimant's right is paramount must be restricted in order to secure the free alienation of personal property. Dealings with land allow of time for inquiry into title and for searching registers; dealings with personal property also frequently allow of time for the same inquiry and search. On the other hand, they often take place under circumstances which render despatch imperative; and with a view to these cases the Court of Appeal have exempted all personal property other than chattels real from the doctrine of *lis pendens*.

# REVIEWS.

## COMPANY LAW.

A TREATISE ON THE LAW AND PRACTICE RELATING TO JOINT-STOCK COMPANIES UNDER THE ACTS OF 1862-1890: WITH FORMS AND PRECEDENTS. By C. E. H. CHADWYCK-HEALEY, Q.C., PERCY F. WHEELER, M.A., B.C.L., Barrister-at-Law, and CHARLES BURNEY, B.A., a Chief Clerk of the Hon. Mr. Justice Chitty. THIRD AND ENLARGED EDITION. Sweet & Maxwell (Limited).

This edition is accurately described on the title-page as the "third and *enlarged* edition." The book has much increased in size, and, we believe, correspondingly in value, since the second edition was published in 1886. Without counting the appendices and indices, it contains no less than 952 pages. The first 525 pages are devoted to the law and practice relating to joint-stock companies so far as such law and practice relate to the formation of companies and matters which occur while a company is a going concern; while the remaining 427 pages deal with the law and practice relating to the winding up and dissolution of companies.

In the preface the authors state, as one reason why the publication of the new edition has been delayed, that it was thought that its utility would be increased if publication was postponed "sufficiently long after the important legislation of 1890 for the settlement of the new winding-up practice." Doubtless, the developments of this part of company law and practice which have taken place since January, 1891—and especially since April, 1892, when Mr. Justice Vaughan Williams acquired exclusive winding-up jurisdiction in the High Court—go far both to justify the delay in publication, and to account for the increased size of the book.

After a short introductory chapter, the authors treat successively (in three chapters) of "The Memorandum of Association," "Promoters and the Prospectus," and "The Articles of Association." These subjects are dealt with in a convenient form, for all the law as to one subject is to be found under one heading, instead of being scattered about in the form of notes to sections. The chapter on promoters is very complete, and appears to be exhaustive of that branch of company law which is just outside formation and winding up, but which is so often mixed up with these subjects. The three chapters mentioned above are divided into sections, the chapter on articles of association containing seven sections, relating to shares and their allotment, transfers, surrender, and forfeiture, calls, dividends, directors, and alteration of articles. Following these chapters come forms and precedents relating to (1) formation and constitution of companies (including agreements and memoranda and articles of association); (2) management of companies and amalgamation and reconstruction (including debentures, rectification of register, reduction of capital and contracts, and alteration of memoranda of association). We should add that throughout this part of the work numerous practical and valuable notes are interspersed.

Winding up and dissolution are dealt with in due course. This part of the volume commences with an introduction, following which are a great many useful forms and notes. The authors in their preface acknowledge the assistance of several officials with whose help it would be almost impossible for any author to go astray about the winding-up practice, though there are mysteries about the official receivers' department with which, perhaps, only those gentlemen and their assistants thoroughly understand. The help afforded by Mr. Registrar Lavie, and more especially the co-operation of Mr. Burney, have probably been the means of bringing to its present state of excellence the portions of the treatise which relate to matters principally outside winding up proper, including such subjects as debentures and rectification of the register. The indexes, which appear to be well done, are the work of Mr. E. Manson, who is himself a prolific writer on the law of companies.

The appendices contain all the Acts, rules, and orders up to date and *in extenso*, and we think that the authors of this edition may be congratulated on having very completely performed the task which they have set themselves.

## BOOKS RECEIVED.

The Finance Act, 1894, so far as it relates to the New Estate Duty and other Death Duties in England, with an Introduction and Notes. By J. AUSTEN-CARTMELL, M.A., Barrister-at-Law. Wildy & Sons.

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In any case in the Lambeth County Court where counsel is engaged, on notice being given to the registrar one clear day before the day appointed for the hearing, the case will not be called on before 11 o'clock.

Among the Government Bills in the order paper of the House of Commons as intended to be proceeded with during the session are the Building Societies (No. 2) Bill, the Merchant Shipping Bill, the Copyhold Consolidation Bill, and the Larceny Act Amendment Bill.

# CASES OF THE WEEK.

## Lunacy.

*Re* **BROWNE**—C. A. No. 2, 6th August.

LUNACY—PRACTICE—MASTER IN LUNACY—TITLE OF ORDER—SECURITIES IN BOOKS OF THE BANK OF ENGLAND—APPOINTMENT BY MASTER OF RECEIVER OF DIVIDENDS—NO TRANSFER OF SECURITIES INTO COURT—JURISDICTION TO MAKE ORDER—LUNACY ACT, 1890 (53 VICT. c. 5), ss. 116, 120, 133—LUNACY ACT, 1891 (54 & 55 VICT. c. 65), s. 27, SUB-SECTION 4—RULES IN LUNACY, 1892.

On the 24th of May last an order was made by Master Bulwer on the application of Miss Mary Anne Browne, a niece and one of the next of kin of Miss Frances Browne, a lady who was eighty-four years of age and very infirm. The order was intituled "In the Matter of Frances Browne, Spinster, and in the Matter of the Acts 53 Vict. c. 5 and 54 & 55 Vict. c. 65," and contained (*inter alia*) the following:—"And it having been established to my satisfaction that the said Frances Browne is a person who, through mental infirmity arising from age, is incapable of managing her affairs, I do order that, upon the certificate of the said master that she has completed her security, the said Mary Anne Browne be, and is hereby, authorized on behalf of the said Frances Browne to receive and give a discharge for the dividends accrued and to accrue upon the undermentioned securities standing in the name of the said Frances Browne." The securities referred to included certain sums of Colonial Inscribed Stock, which were registered in the books of the Bank of England, and the dividends of which were paid there. Objection was taken by the bank to the order, on the ground, in the first place, that its title was wrong, and that it ought to have been intituled "In Lunacy"; and, in the second place, that the master had no jurisdiction to make the order in its then form.

THE COURT (LINDLEY, LOPES, and DAVEY, L.JJ.) decided that the objections put forward by the bank could not be maintained.

LINDLEY, L.J., said the first objection taken was to the title of the order. But the order was in the form given in the schedule to the Rules in Lunacy, 1892, and those forms were carefully settled. In cases of this description it was not thought desirable to head the forms or orders "In Lunacy," so as to publish more than was necessary the fact that the person named in the title was in the unfortunate condition in which that person really was. This objection was untenable, and very properly was not seriously insisted upon. The next objection was that there was no jurisdiction to make the order. That was of course an important matter. The general jurisdiction of a judge in Lunacy was conferred by section 108 of the Lunacy Act, 1890, and extended to (*inter alia*) the management of the estates of lunatics, and by section 341 "lunatic" included a person of unsound mind. The general jurisdiction of masters was conferred by section 111 and by rule 10 of the Rules in Lunacy of 1892. The Act was divided into parts. Part IV. was headed thus: "Judicial powers over person and estate of lunatics," and was sub-divided into groups of sections; one group, commencing with section 116 and ending with section 130, was headed: "Management and administration." This group of sections, it would be observed, applied to (1) lunatics so found by inquisition; (2) lunatics not so found; and (3) persons who were, through mental infirmity arising from disease or age, incapable of managing their affairs. Such persons might be lunatics in the common acceptation of the term, or they might not. They were on the border line; but even if they were not insane enough to be found lunatic by inquisition, they might for many purposes be treated as lunatic, although not so found by inquisition. This was plain from the language of section 116 of the Lunacy Act, 1890, and section 27, sub-section (4), of the Lunacy Act, 1891, and of rule 56 of the Rules in Lunacy, 1892. The power of a judge in Lunacy to appoint a receiver of the property of a person, subject to his jurisdiction under the Acts, was conferred generally by sections 108 and 116 of the Lunacy Act, 1890, and rule 83 of the Rules in Lunacy, 1892. Rule 83 expressly said that "a receiver may be appointed in every case in which such appointment shall be deemed expedient." Certain specific powers were authorized to be conferred on committees by section 117 and subsequent sections of the Lunacy Act, 1890, and section 120, which did not mention the appointment of a receiver, did not, by implication or otherwise, negative the power of the judge to appoint a receiver under the general authority to which his lordship had alluded. The power to appoint a receiver was clearly a power relating to "management and administration," and although not specially mentioned in the group of sections so headed, was within the general words with which section 116 commenced. That being so, the power could be exercised by a master, and it need not be exercised by a judge in person. Soon after the Rules in Lunacy, 1892, had been made a question arose whether a master had jurisdiction to make a vesting order under sections 133 *et seq.* of the Lunacy Act, 1890, and after carefully examining the Acts and Rules all the members of the Court of Appeal came to the conclusion that he could, and such orders had ever since been made accordingly. Section 133 and rule 54 authorized orders for transfer into court, and vesting orders in cases to which section 116 applied. The jurisdiction to make the order being clear, it was also clear that the Bank of England might safely act upon it. Section 146 alone was sufficient to protect the bank. Section 333 was still more explicit, and although the expression there was "so far as relates to any property in which a lunatic is interested," that expressly, in his lordship's judgment, clearly included all persons who, whether lunatic or not, were subject to the jurisdiction conferred on the judges in Lunacy and could be treated as if they were lunatic under section 116 of the Lunacy Act, 1890. The practice of appointing a receiver of the dividends of Government and other securities without ordering a transfer of them into the name of the receiver was not, however, usual in Chancery, nor had it been usual in Lunacy.

The practice had been to order the stocks, &c., to be transferred into court and then to let the receiver obtain the dividends from the Paymaster-General. A settled practice like this ought not to be departed from without sufficient reason, and in general it ought to be adhered to. Nor was there any reason for not adhering to it in this case. The order, therefore, would be remitted to the master for alteration accordingly. His lordship had no doubt, however, of the jurisdiction of the master to make an order in the form adopted in the present case, nor of the safety of the bank in acting upon it, and if hereafter an order in this form should be deliberately made for any special reason, the bank ought to act upon it and to pay the dividends to the receiver, treating him as an agent duly appointed to receive dividends only. In cases of shares, &c., in companies a transfer into court might be inexpedient, if not impossible, and yet a receiver of the dividends might be highly desirable.

LOPES, L.J., concurred.

DAVEY, L.J., who also concurred, said, with regard to the objection that the order was wrong in appointing a receiver of the dividends only of stocks standing in the books of the Bank of England in the name of the person whose property the court had taken under its protection, that no statutory provision relative to the bank which prohibited or prevented such an order being made had been brought to the attention of the court. His lordship was of opinion that the court had jurisdiction, and he thought it important that their lordships should not allow any doubt to be entertained as to their jurisdiction to appoint a receiver of dividends only. There might be many cases in which it would be highly desirable to adopt that course. The receiver was but the statutory or judicial agent or attorney to receive dividends due to the person in whose name the stocks were standing. But as it appeared to be unusual to appoint a receiver of dividends of stocks in the books of the Bank of England, and there was no sufficient reason in the present case why the stocks should not be brought into court, it would perhaps be better to follow the usual practice and direct the stocks to be transferred into the name of the Paymaster-General.—COUNSEL, *Latham*, Q.C.; *Swinfen Eady*, Q.C., and *Sebastian*. SOLICITORS, *Freshfields & Williams; Kingsford, Dorman, & Co.*

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

## Court of Appeal.

*Re* **SMITH, SMITH** *v.* **LANCASTER**—No. 2, 8th August.

COSTS—SETTLED LAND—SALE—SEVERAL PERSONS CONSTITUTING ONE TENANT FOR LIFE—SEPARATE SOLICITORS—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 2, SUB-SECTION 6; s. 53—GENERAL ORDER UNDER SOLICITORS' REMUNERATION ACT, 1881, SCHEDULE I., PART I.

This was an appeal from a decision of Kekewich, J. (reported *ante*, p. 549). Under the trusts of the will of the above-named testator twenty-five persons together constituted the person entitled to exercise the powers of a tenant for life under the Settled Land Act, 1882. Upon a sale of land subject to the settlement in question a solicitor, Mr. Fowle, was, by arrangement amongst the parties, employed to conduct the sale, and was mentioned in the conditions of sale as the vendors' solicitor. Mr. Fowle completed the sale and perused the conveyances on behalf of twenty-one of the twenty-five constituent tenants for life; the remaining four of the twenty-five employed separate solicitors, not to interfere with the conduct of the sale, but to peruse the conveyances on their behalf and to obtain completion; and these separate solicitors accordingly perused and approved the several conveyances on their behalf, and obtained the execution of them by their clients. The chief clerk was of opinion that there should be only one bill of costs allowed for the vendors, but that it was reasonable that Mr. Fowle, who had the general conduct of the sale, should send the conveyances for execution by such of the vendors as did not instruct him to the other solicitors, and that each of them should be paid £3 3s. for obtaining the execution by his clients; but he did not allow these solicitors anything for perusing the conveyances or other charges. Kekewich, J., saw no reason why some few of a large body of tenants in common for life should indulge in the luxury of separate solicitors at the expense of the *corpus*, and held that the independent solicitors were entitled to no costs at all out of the proceeds of sale, and allowed only one set of costs. From that decision the present appeal was brought.

THE COURT (Lord HERSCHELL, C., and LINDLEY and DAVEY, L.JJ.) allowed the appeal.

Lord HERSCHELL, C., after setting out the facts, said that the question was whether the costs incurred by the four persons together with the costs incurred by the other twenty-one, who together constituted the tenant for life, were to be allowed, Kekewich, J., having allowed one set of costs only to Mr. Fowle, who conducted the sale for all the vendors. It was contended on behalf of the appellants that they were entitled to employ their own solicitor if they pleased to peruse on their behalf the conveyances which they would have to execute, and that there was nothing to compel them all to avail themselves of the use of a common solicitor for that purpose, and in fact the instructions given to Mr. Fowle did not include any authority to him to peruse the conveyances on behalf of the other four. The order in the Solicitors' Remuneration Act, 1881, which was relied on by the respondents, contained a scale of charges fixed for a vendor's solicitor for conducting sale of property by public auction, including the conditions of sale, and there was a further scale for deducing title to freehold, copyhold or leasehold property and perusing and completing conveyance (including preparation of contract or conditions of sale, if any), and it was said that fee specified in that scale covered in the present case all that had been done for all the parties. But it was obvious that if there was any part of the work in perusing the conveyances which was not done by Mr. Fowle and which he was not authorized to do, he would not be able to charge for that, because he would not have done the work. The question was whether, inasmuch as the appellants did not authorize Mr. Fowle to act for them to peruse the conveyances, there was anything to disentitle them from employing their own solicitor to do so. His lordship did not think there was. There was no more obligation upon them to employ Mr. Fowle than there was on the other parties to employ the solicitor they might choose. Of course it was desirable that all parties in such a case should agree to employ one and not independent solicitors, but if they did not agree they could not be made to, and there was nothing in the statute to compel a minority of the members who constituted the tenant for life to accept the will of the majority. It rested upon those who impeach the appellant's claim to employ an independent solicitor to shew something which prevented their doing so, and which if they did so disentitled them to costs. The only section of the Settled Land Act, 1882, which was referred to was the 53rd, which provided that "a tenant for life should, in exercising any power under that Act, have regard to the interests of all parties entitled under the settlement, and should, in relation to the exercise thereof by him, be deemed to be in the position and to have the duties and liabilities of a trustee for those parties"; but in his lordship's opinion that section was not applicable as to the present question. No doubt it was quite right that the person who exercised a right conferred on him by the Act where other persons were interested should not have regard only to his own interest; but that did not touch the right of those who, taking part in a sale such as the present, had an independent right to have the conveyances perused by their own solicitor, and preferred to do so rather than employ some one else's solicitor. The appeal must be allowed.

LINDLEY and DAVEY, L.JJ., concurred.—COUNSEL, *H. Terrell; G. Williamson; Fawcus*. SOLICITORS, *Andrew Wood & Co.*, for *C. Waistell*, Northallerton; *Williamson, Hill, & Co.*, for *Fowle & Horsfall*, Northallerton.

[Reported by C. F. DUNCAN, Barrister-at-Law.]

**WIGRAM** *v.* **BUCKLEY**—No. 2, 4th August.

LIS PENDENS—PERSONAL CHATTELS—JUDGMENTS REGISTRATION ACT, 1839 (2 & 3 VICT. c. 11), s. 7—LIS PENDENS REGISTRATION VACATION AMENDMENT ACT, 1867 (30 & 31 VICT. c. 47), s. 2.

Appeal from the decision of Chitty, J. (reported *ante*, p. 438). The question raised by this appeal was whether or not the doctrine of *lis pendens* applied to chattels personal. On the 2nd of December, 1885, the defendants, who were traders, mortgaged their present and future book debts to the plaintiffs; the mortgage contained a power to get in the debts. On the 28th of June, 1892, the plaintiffs commenced the above action for foreclosure and registered it as a *lis pendens* on the 1st of July, 1892. On the 29th of July, 1892, Chitty, J., appointed a receiver of the book debts and granted an injunction to restrain the defendants from dealing with them. By arrangement with the defendants the receiver did not take possession of the business, and no notice was ever given to the book debtors of the plaintiffs' mortgage, or of the action, or of the appointment of the receiver, or of the injunction; and the defendants carried on their business as usual. Some time about the 16th of May, 1893, the defendants assigned by way of mortgage to the London Banking Corporation a number of the book debts comprised in the plaintiffs' security. The banking corporation had no notice of the plaintiffs' security, nor of the action, nor of its registration as a *lis pendens*, nor of the order of July, 1892. The banking corporation gave immediate notice of their assignment to the book debtors. On the 28th of November, 1893, the banking corporation obtained judgment against the defendants for the amount of the mortgage debt due to the banking corporation. On the 30th of November, 1893, the receiver for the first time gave notice of his title to the book debtors and directed them not to pay their debts to anyone but him. On the 6th of December, 1893, the banking corporation, as applicants, took out a summons in the above action, asking that, notwithstanding the order of July, 1892, they might be at liberty to collect the book debts, and claiming that under the circumstances their title ought to prevail against that of the plaintiffs. Chitty, J., held that the doctrine of *lis pendens* applied to all suits where specific property was sought to be affected, whether the specific property was real, or personal, or a *chose in action*; and accordingly dismissed the application of the banking corporation. The applicants appealed.

THE COURT (Lord HERSCHELL, C., LINDLEY and DAVEY, L.JJ.) allowed the appeal.

LINDLEY, L.J. (after stating that the Lord Chancellor concurred in the judgments of the Lord Justices), said that, having regard to *Dearle* v. *Hall* (3 Russ. 1) it could not be controverted that if the plaintiffs' action had not been registered as a *lis pendens*, and if there had been no injunction or receiver, the banking corporation, having no notice of the plaintiffs' title, would have acquired a better title than the plaintiffs to the debts assigned to them, although they were comprised in the plaintiffs' earlier security. But the plaintiffs contended, and the learned judge held, that, as the debts were the subject of an action to recover them, and such action was registered as a *lis pendens*, and a receiver of those debts had been appointed, and the defendants had been restrained from dealing with them, the title of the defendants could not be allowed to prevail over that of the plaintiffs. The doctrine involved in this decision is very far-reaching, and is of great practical importance to business men, and it requires very careful examination. For the reasons which I will state I am clearly of opinion that the doctrine is unsound and cannot be supported. I will first consider the effect of the registration of the plaintiffs' action as a *lis pendens*, and I will then consider the effect of the order for an injunction and a receiver. [The Lord Justice then referred to *Sorrel* v. *Carpenter* (2 P. W. 482), where it was said that the equitable doctrine that a conveyance made *pendente lite*, even though for good consideration, would be set aside, was in imitation

of the proceedings in a real action at common law, where the judgment, if in favour of the demandant, was that he recover seisin of the land, and the writ of execution was "*habere facias seisinam*" (Roscoe on Real Actions, pp. 328, 341).] There were no similar judgments or writs in actions to recover goods and chattels at common law. It was true that the goods which a defendant had at the date of the writ of execution could be taken even from a subsequent purchaser, unless in market overt (see Com. Dig., Execution, D. 2), but this is a very different matter. So far, therefore, as goods and chattels are concerned, the doctrine that no title could be made to them by an unsuccessful defendant pending litigation for their recovery had no foundation in common law, and, if the rule was different in equity, such rule cannot be based on the principle that equity follows the law. Any such doctrine would, if logically carried out, practically greatly embarrass ordinary trade, and be, to say the least, highly inconvenient to every one except plaintiffs claiming goods. If the doctrine of *lis pendens* were applicable to personal property generally, bankers and others could not safely make advances on ships or goods and that which represents them in commerce—*e.g.*, bills of lading, dock warrants, wharfinger's receipts—nor upon stock and share certificates, nor upon debentures or policies, nor even on negotiable securities, without making searches in the Judgment Registry Office. Such a doctrine would paralyze the trade of the country, and there is no warrant for it either in the statutes relating to *lis pendens* or in the decisions of the courts. The language of 1 & 2 Vict. c. 11, s. 7, shews that the Legislature was dealing with estates—*i.e.*, land, and land only; and although in the amending Act, 30 & 31 Vict. c. 47, s. 2, the word "property" was used instead of "estate," this variation by no means warrants the inference that the Legislature was altering the law by extending the effect of registration to ordinary goods and chattels. Nor has it ever been so understood. Reliance was placed on *Bellamy* v. *Sabine* (1 De G. & J. 566); but that was a case of real estate, and there is no ground for supposing that the observations made in that case were intended to apply to personal property. Similar remarks apply to the instructive judgments in *Winchester* v. *Paine* (11 Ves. 197) and *Metcalf* v. *Pulvertoft* (2 Ves. & Bea. 200). Again, reliance was placed on the practice of conveyancers, who advise purchasers and mortgagees of personal estate to search the *lis pendens* registry. This is intelligible and reasonable enough. Conveyancers advise on abstracts of title, and always try and keep their clients out of difficulties and possible litigation. If an abstract of title to personalty is laid before a conveyancer, he naturally advises an intending purchaser or mortgagee to make such inquiries as experience shews to be prudent in order to avoid trouble and vexation in future. There is no case in the books which warrants the notion that the doctrine of *lis pendens* applies to personal property other than leasehold property, except the case of *Berry* v. *Gibbons* (L. R. 8 Ch. App. 749n) before Lord Romilly, and his decision there was reversed by the Court of Appeal on other grounds, but there is nothing in the judgment of the Court of Appeal which justifies the inference that that court shared his opinion that the doctrine of *lis pendens* applied as well to goods and chattels as land. In *Ex parte Thornton* (L. R. 2 Ch. App. 171) the Court of Appeal, reversing the decision of Lord Romilly, held that section 114 of the Companies Act, 1862, did not authorize the registration of a winding-up petition as a *lis pendens* against the estate of individual contributories; it was impossible not to see by their judgments that the Lords Justices there considered that the registration of the petition affected land only, and in that case the land of the company sought to be wound up. Upon principle and authority I am of opinion that the doctrine in question is inapplicable to personal property other than chattel interests in land. Then, as to the argument that in this case there was not only a registered *lis pendens*, but also an injunction and a receiver. But the present appellants had no notice whatever of these when they advanced their money and obtained and perfected their security; their title is in no way affected by those orders, nor have they been guilty of any contempt of court. The case would have been different if the appellants, before perfecting their security, had had notice of the order appointing the receiver or granting the injunction, or even if the receiver had given notice to the debtors to pay their debts to him. Such a notice would have been equivalent to notice by the plaintiffs of the assignment to them.

DAVEY, L.J., in the course of his judgment said: It is admitted there is no decision in equity in which the doctrine of *lis pendens* has been applied to the title to a chattel or *chose in action* so as to postpone a person, taking *pendente lite* without notice, who, but for the existence of the action, would have a good title—if the case of *Berry* v. *Gibbons* before Lord Romilly be excepted. The foundation of the doctrine has been said to be by analogy to what was done in real actions; and if so there is a *primâ facie* presumption that the doctrine was applicable to real estate only. No doubt in the judgments of eminent judges (*e.g.*, Plumer, V.C., in *Metcalfe* v. *Pulvertoft*, 2 Ves. & Bea. 200) the doctrine is stated in terms general, and equally applicable to personal estate as real estate; but the cases in which these statements were made were invariably cases dealing with real estate alone, and therefore the statements may be interpreted as having reference to real estate only. In *Ex parte Thornton* Cairns, L.J., expressly treated the doctrine of *lis pendens* as affecting real estate only. I cannot agree with Chitty, J., in holding that because the Court of Appeal in *Perry* v. *Gibbons* found other sufficient grounds for differing from Lord Romilly's judgment in that case, and did not expressly dissent from his view of the law that the doctrine of *lis pendens* was applicable to specific personal chattels, they must be taken to have given it the weight of their authority. In this state of the authorities the Court of Appeal is at liberty to say, and must say, whether it will apply the doctrine to a case like the present, affecting the title to *choses in action*; and in coming to a decision on that point ought to have regard to the effect of such an application on the business and dealings of mankind. Is it reasonable or in accordance with the habits of business persons who deal in shares of joint-stock companies, bills of exchange, bills of lading, book debts, and other similar property, to search the register of *lis pendens* before concluding any contract of sale or mortgage at the risk of losing their money if the property in question is the subject of an action or of an order for an injunction or a receiver? Suppose an action to enforce a trust against the legal registered holder of shares in a railway company; he sells them, in breach perhaps of an injunction, and the purchaser (probably not the immediate purchaser from him) takes a transfer. Would it be right or just to hold that transferee subject to whatsoever equitable rights may ultimately be established in the action? Could the multifarious business of life be carried on on such terms. Real estate and leaseholds stand on a different footing because they are the subject of title, and no prudent person in this country deals with them without at least some investigation of title; and this is known and recognized among business people. I bear in mind the warning of Lord Nottingham, C., in the *Duke of Norfolk's case* (3 Chan. Cas. 33): "Pray let us so resolve cases here, that they may stand with the reason of mankind when they are debated abroad."—COUNSEL, *Horace Kent; Lovett*, Q.C., and *Rowden*. SOLICITORS, *Thomas Edwards; Lindsay, Greenfield, & Masons*.

[Reported by M. J. BLAKE, Barrister-at-Law.]

## High Court—Chancery Division.

**SOUTHERN v. BAILES**—Chitty, J., 3rd August.

INJUNCTION—COPYRIGHT—INFRINGEMENT—CIRCULAR.

This was a motion to restrain the defendant, his servants and agents, from copying or multiplying copies or colourable imitations of the plaintiff's works entitled "Lessons by Correspondence Department," "Prospectus of the Lessons by Correspondence Department," and other works in which the plaintiff claimed copyright. As to a syllabus complained of, the defendant submitted to an injunction, but in regard to a form of application by intending students issued by the defendant it was contended for the defendant that there was no copyright because there was no literary merit in a mere form, and, further, that an injunction would interfere with the defendant's sending out any form, as the form objected to merely consisted of the particulars necessary for the purpose, and was in fact the common form of circulars of the kind. The case of *Page* v. *Wisden* (17 W. R. 483) was cited, where it was said that a form of cricket scoring sheet for which copyright was claimed would not be protected. The motion was treated as the trial.

CHITTY, J., granted an injunction as to the syllabus. In regard to the form the defendant's argument was put too high. There might be great literary merit in a good form. His lordship was of opinion that the defendant had copied the plaintiff's form, and that there was sufficient in the form to entitle the plaintiff to an injunction, but it would be dangerous to extend the injunction in such a matter to colourable imitations. There was a great deal in the form anyone could have put together for himself, and counsel for the defendant submitting to so restrict his notice, the injunction would be limited to copies.—COUNSEL, *Scrutton; Butcher*. SOLICITORS, *Warriner & Kinch*, for *Wykes*, Derby; *Twist*, for *Dewes & Brock Harris*, Nuneaton.

[Reported by J. F. WALEY, Barrister-at-Law.]

**ATTORNEY-GENERAL v. THE VESTRY OF CAMBERWELL**—North, J., 3rd August.

METROPOLITAN VESTRY — WATERWORKS COMPANY — RATES — IMPROPER EXPENDITURE.

This was an interlocutory motion on the part of the Lambeth Water Co., relators and plaintiffs, to restrain the defendants from spending the rates in contributing to the costs of legal proceedings to obtain a declaration as to the rights of the Lambeth Water Co. to make an additional charge for a supply of water to a fixed bath or for aiding persons to resist such payments as being *ultrâ vires*. In an action *Walker* v. *Lambeth Water Co.* Chitty, J., had decided in favour of the right of the company to make such a charge. A conference of vestries and other local authorities in South London was subsequently held, at which it was determined that the question had not been fairly brought before the court in that action, and it was accordingly resolved that the legal question should be again fought out as soon as possible, that in the meantime the inhabitants of these districts should be advised to refuse to pay the charge, and that each vestry or other body represented at the conference should be asked to contribute rateably to the expenses. This resolution the defendants adopted. There was evidence that money had been spent in circulating pamphlets advising resistance to the demands of the waterworks company to which the defendant vestry had contributed. The defendants argued that they were the proper body to protect the interests of the district. They relied on the fact that, although a statutory body, they possessed also the common law powers of the old vestry, and they stated that the action of the water company tended to increase the rates and, in the event of the waterworks being taken over by the county council, the price that it would be necessary to pay for them.

NORTH, J., held that the vestry had no right to spend the money of the ratepayers for such purpose. The question had already been settled by the court, but if they were dissatisfied with the decision a fresh action might be brought. They were not, however, justified in spending the ratepayers' money in such litigation. That, however, would be a minor matter. It was thoroughly unjustifiable, however, for the vestry to spend public money in starting a sort of "plan of campaign," whereby persons

who were legally bound to pay the company were to be encouraged to take their water and to resist paying for it. His lordship granted the injunction. —Counsel, *Swinfen Eady*, Q.C., and *Yate Lee*; *S. Hall*, Q.C., and *Stokes*. Solicitors, *Bull, Stewards, & May*; *Marsden & Son*.

[Reported by J. Arthur Price, Barrister-at-Law.]

*Ex parte* **THE COMMISSIONERS OF SEWERS FOR THE CITY OF LONDON AND THE VICAR OF ST. BOTOLPH'S**—North, J., 28th July.

This was a petition under the City Sewers Act, 1817 (57 Geo. 3, c. 29, s. 84), that a portion of a sum of £3,617, which had been paid into court by the Commissioners of Sewers in respect of land which they had taken (the income of which was received by the vicar), might be expended in the purchase, alteration, and repair of a house to be used as the vicarage house. *Re Nether Stowey Vicarage* (L. R. 17 Eq. 156) was cited, but distinguished as being a petition under a different Act.

North, J., thought that what was desired might be done, as an arrangement for acquiring a new vicarage house that had been made suitable by the vendor might clearly have been made with the approval of the court. —Counsel, *J. B. Atlay*; *Henderson*. Solicitors, *E. A. Baylis*; *Lee, Bolton, & Lee*.

[Reported by G. B. Hamilton, Barrister-at-Law.]

*Re* **WILSON AND STEVENS' CONTRACT**—North, J., 2nd August.

Vendor and Purchaser — Interest on Purchase-money — Wilful Default—Compensation.

This was a summons under the Vendor and Purchaser Act, 1874 (37 & 38 Vict. c. 78). By an indenture dated the 30th of May, 1889, the vendor had conveyed copyhold land to Rayner, who mortgaged it back to him by an indenture dated the 31st of May, 1889, containing a power of sale which was exercised in favour of the purchaser. In the contract for sale it was provided that interest should be payable on the purchase-money "if from any cause whatever other than wilful default upon the part of the vendor" the purchase should not be completed upon the 29th of September, 1893. The vendor, who had never been admitted as tenant, took no steps to obtain admission until the 10th of October. The steward of the manor then contended that Rayner also ought to be admitted, but ultimately the vendor was admitted on the 14th of December, 1893, and the purchase was completed on the 17th day of January, 1894, without prejudice to the question of whether the purchaser was entitled to compensation for the delay in delivery up of possession, or of whether the vendor was entitled to interest upon the purchase-money. For the purchaser it was submitted that there was wilful default on the part of the vendor in applying for admission, and that the purchaser was entitled to compensation for the delay in obtaining possession. *Re Tubbs and the Corporation of London* (*ante*, p. 476; Times, 11th of May, 1894), *Royal Bristol Building Society* v. *Bomash* (35 Ch. D. 390, 35 W. R. Dig. 69) were cited. For the vendor it was contended that the delay was entirely caused by unreasonable demands on the part of the steward of the manor, and *Re Young and Harston's Contract* (34 W. R. 294; 31 Ch. D. 168), *Re Hetling and Merton's Contract* (42 W. R. 19; 1893, 3 Ch. 269), and Fry on Specific Performance (last edition, p. 627) were cited as shewing that the purchaser was not entitled to compensation for the delay.

North, J. (who reserved judgment on the 24th of May), said that the delay was not caused by the purchaser, who was quite ready to complete at the date fixed by the contract, but the vendor was not in a position to do so, and his action amounted to "wilful default" within the meaning of the cases cited. There was no jurisdiction to give compensation on a vendor and purchaser summons, so that part of the summons was dismissed without prejudice to the right of the purchaser to bring an action in respect thereof.—Counsel, *Martelli*; *D. Jones*. Solicitors, *Warburton & De Paula*; *Nicol, Son, & Jones*.

[Reported by G. B. Hamilton, Barrister-at-Law.]

## Winding-up Cases.

*Re* **LONDON AND GENERAL BANK**—Vaughan Williams, J., 26th July.

Practice—Company—Winding up—Evidence—Misfeasance Proceedings—Deposition of Witness at Public Examination—Admissibility against other Persons—Companies (Winding-up) Act, 1890, ss. 8 (7), 26—Companies Winding-up Rules, April, 1892, r. 27.

This was a summons taken out by the official receiver and liquidator of the above-named company under section 10 of the Companies (Winding-up) Act, 1890, and asking for a declaration that certain persons (directors and auditors of the company) had been guilty of misfeasances, and were liable to pay moneys to the company in respect thereof. The applicant proposed to read the deposition of a witness taken at a public examination under section 8 of the Act, not only against the witness himself, but against such of the respondents as had had the opportunity of being present at and taking part in the examination; and relied on rule 27 of the Companies Winding-up Rules, April, 1892, and on *Chartered Institute of Patent Agents* v. *Lockwood* (not yet reported). The respondents objected to the depositions being read against them, on the ground that the rule was *ultrà vires*, inasmuch as it was not made "for carrying into effect the object of the Act" of 1890, section 8, sub-section (7), of which only enables the deposition of a witness at a public examination to "be used in evidence against him."

Vaughan Williams, J., said that rule 27 of April, 1892, was not *ultrà vires*. He had only to decide that there was no such conflict between a rule purporting to be made under section 26 of the Act of 1890 and the enactment contained in section 8, sub-section (7), of the same Act as to call on him to hold that the rule, in so far as it allowed the deposition to be read, was controlled by the words of the Act. He had not to say what was the proper canon to be applied when the rules and the Act were in conflict, or to say whether a rule was valid when it was drawn in manifest contravention of the principles on which the law of England is founded. Some of the observations made in the case cited seemed, at first sight, rather to tend in that direction, but it was to be hoped that was not their real meaning. If the rule laid it down that a witness's deposition was to be absolute evidence against persons other than himself, the question whether it was valid would require serious consideration, but in effect the rule only said that the deposition was to be treated like an affidavit, that is to say, the witness must be produced for cross-examination if his attendance was required.—Counsel, *Finlay*, Q.C., *E. S. Ford*, and *Muir Mackenzie*; *Sir E. Clarke*, Q.C., and *Germaine*; *H. Reed*, Q.C., and *Low*; *Cohen*, Q.C., *Cozens-Hardy*, Q.C., and *F. Whinney*; *Levett*, Q.C., and *Yate Lee*; *Woodfall*; *C. E. E. Jenkins*. Solicitors, *Phelps, Sidgwick, & Biddle*; *H. C. Morris*; *Layton, Sons, & London*; *E. C. Rawlings*; *Walters, Johnson, Bubb, & Whatton*; *A. J. Church*; *Snow, Snow, & Fox*.

[Reported by V. de S. Fowke, Barrister-at-Law.]

*Re* **ANGLO-SARDINIAN ANTIMONY CO.**—Vaughan Williams, J., 30th July.

Company—Winding up—Official Receiver and Liquidator—Use of Official Receiver's Name—Indemnity.

This was a misfeasance summons taken out in the name of the official receiver and liquidator, but, in fact, by certain persons who had given the official receiver and liquidator an indemnity against the costs. At the hearing the summons was dismissed with costs.

Vaughan Williams, J., said he did not intend to blame the official receiver on the present occasion because he had allowed his name to be used on an indemnity being given. But the practice ought not to be continued—at any rate, unless the official receiver had satisfied himself, by taking counsel's opinion, as to the propriety of the proceedings—because as soon as he allowed his name to be so used he ceased to be master of the litigation, and to have control over the proceedings.—Counsel, *Swinfen Eady*, Q.C., and *T. B. Bruce*; *C. T. Mitchell*. Solicitors, *Morley, Shirreff, & Co.*; *Nokes & Stammers*.

[Reported by V. de S. Fowke, Barrister-at-Law.]

## High Court—Queen's Bench Division.

**HUFFAM** *v.* **THE NORTH STAFFORDSHIRE RAILWAY CO.**—3rd August.

Railway Company - Validity of Bye-law—Passenger travelling without a Ticket - Fraudulent Intent—Railways Clauses Consolidation Act, 1845 (8 & 9 Vict. c. 20), ss. 103, 104, 108, 109—Regulation of Railways Act, 1889 (52 & 53 Vict. c. 57), s. 5—Statute Law Revision Act, 1892 (55 & 56 Vict. c. 19).

This was an appeal from a conviction by justices for an offence under bye-law 2 of the North Staffordshire Railway Co. The bye-law was as follows:—"Any passenger using or attempting to use a ticket on any day for which the ticket is not available, or which has already been used on a previous journey, is hereby subjected to a penalty not exceeding forty shillings." The appellant travelled on the North Staffordshire Railway on the 15th of March from Stoke to Macclesfield, and at Congleton, an intermediate station, where tickets were examined, gave up the return half of a first-class return ticket dated the 28th of February. The ticket had upon it these words: "Available on the day of issue for one journey only." The full first-class fare for the journey from Stoke to Macclesfield was demanded from the appellant, who refused to pay it, and gave his name and address. It was not suggested before the justices that the appellant, who held a first-class season-ticket entitling him to travel on the London and North-Western Railway between Macclesfield and Manchester, had been guilty of fraud. The justices convicted the appellant and stated a case. It was now argued on the appellant's behalf that the bye-law was *ultrà vires* and bad. The law relating to penalties for travelling without paying a fare was now contained in section 5 of the Regulation of Railways Act, 1889, which made a fraudulent intention a necessary element. The case of *Dyson* v. *London and North-Western Railway Co.* (7 Q. B. D. 32) decided that under section 103 of the Railways Clauses Consolidation Act, 1845, a similar bye-law was bad which omitted the fraudulent intention. *London and Brighton Railway Co.* v. *Watson* (L. R. 4 C. P. D. 118) was also relied upon. For the respondents it was said that the bye-law was good. No allegation of intent to defraud was now necessary. In *Saunders* v. *South-Eastern Railway Co.* (5 Q. B. D. 456) and in *Dyson* v. *London and North-Western Railway Co.* it was held that bye-laws omitting the fraudulent intention were void, being repugnant to section 103 of the Act of 1845. But section 103 had been repealed by the Statute Law Revision Act, 1892, and this bye-law was, therefore, not repugnant to the existing law. The power to make bye-laws was not affected by section 5 of the Act of 1889.

The Court (Mathew and Kennedy, JJ.) quashed the conviction.

Mathew, J.—I am clearly of opinion that the conviction should be quashed. It is agreed that the traveller was innocent of any fraudulent intention. Now, having regard to sections 103 and 104 of the 8 & 9 Vict. c. 20, the bye-law is bad, for fraud, under those sections, is the gist of the offence. The bye-law is also bad under the decision in *Dyson* v. *London and North-Western Railway Co.* But it is argued for the respondents that

the bye-law, though void under those sections, has been validated by the repeal of section 103 of the 8 & 9 Vict. c. 20 by the Statute Law Revision Act, 1892. But before the Statute Law Revision Act there came the Regulation of Railways Act, 1889, in section 5 of which there is an elaborate code dealing with this description of offence. If the appellant could be brought within the terms of section 5, sub-section (3) (*a*), of that statute, he would be rightly convicted. But he had "previously paid his fare." The conviction was wrong.

KENNEDY, J., concurred. Conviction quashed.—COUNSEL, *A. T. Lawrance; W. F. Craies.* SOLICITORS, *Sword*, Hanley; *Chester, Mayhew, & Browne*, for *E. A. Paine*, Hanley.

[Reported by T. MATHEW, Barrister-at-Law.]

**FRANKLIN** *v.* **GODFREY**—31st July.

WEIGHTS AND MEASURES—VEHICLE CARRYING COAL FOR SALE OR DELIVERY—SHORT WEIGHT—LIABILITY—WEIGHTS AND MEASURES ACT, 1889 (52 & 53 VICT. c. 21), s. 29.

Case stated by a metropolitan police magistrate who had convicted the appellant, a dealer in coal, under the Weights and Measures Act, 1889, s. 29. The facts were as follows:—The dealer sent out a cart, in charge of a carman, containing sacks of coal for delivery. Each sack had upon it a metal label stating that the weight of the sack was 56lbs. A coal officer employed by the London County Council asked the carman the weight of a particular sack. The carman replied that it weighed 56lbs. when it left his master's premises. The sack was found to weigh 49lbs. only, and the dealer was convicted and fined under the above statute. By section 29 (1) "Any inspector of weights and measures or officer appointed for the purpose . . . may . . . enter any building, or part of a building, or other place in which coal is sold, or kept, or exposed for sale, and may stop any vehicle carrying coal for sale or for delivery to a purchaser, and may . . . weigh any load, sack, or other less quantity of coal found in any such place or vehicle, or which is in course of delivery to any purchaser." By (2): "If it appears to a court of summary jurisdiction that any load, sack, or less quantity so weighed is of less weight than that represented by the seller, the person selling, or keeping, or exposing the coal for sale, or the person in charge of the vehicle, as the case may be, shall be liable to a fine not exceeding £5." Counsel for the appellant, the dealer, now contended that the label on the sacks was only a representation that, when full, they contained 56lbs. The carman was "the person in charge of the vehicle," and ought to have been convicted. By the statute the seller was only liable for his own acts and acts done on his premises. He had no control over the coals after they left his store; and no man was responsible criminally for the acts of his servants. He relied on *Roberts* v. *Woodward* (25 Q. B. D. 412).

THE COURT (MATHEW and KENNEDY, JJ.) dismissed the appeal.

MATHEW, J., said that there was evidence upon which the magistrate could hold that there was a representation by the appellant that the sack in question contained 56lbs. of coal. He could not come to the conclusion that the metal label was not such a representation, and saw no reason for drawing the inference, suggested by the appellant, that the carman had removed a part of the coals, and that the sacks really contained 56lbs. when they left the premises of the dealer.

KENNEDY, J., in concurring, pointed out that the case of *Roberts* v. *Woodward* did not assist the appellant, the representation in that case having been made by a servant, but here by the master. Appeal dismissed.—COUNSEL, *Channell*, Q.C., and *T. Terrell; Daldy*. SOLICITORS, *Cornellis, Mossop, & Berney; Blaxland*.

[Reported by T. MATHEW, Barrister-at-Law.]

**BOLTON** *v.* **THORNE-GEORGE**—30th July.

PRACTICE—TERMS OF LEAVE TO DEFEND—R. S. C., XIV., 6, 8 (*b*).

Appeal from Wright, J., in chambers. An action was brought by the plaintiff for the amount of a solicitor's bill of costs. He proceeded under order 14, and the defendant, on appearing to the writ of summons, set up in her affidavit three separate defences—negligence, fraud, and that being a married woman she had no separate property. The master gave unconditional leave to defend, but Wright, J., ordered that the first two defences should be struck out, and that the third should be tried as a short cause under ord. 14, r. 8 (*b*). The defendant appealed from this order. Counsel for the defendant argued that there was no power to limit the defence, and that the judge could only impose terms as to costs: *Langton* v. *Roberts* (T. L. R., 30th May, 1894) and ord. 14, r. 6. If it were otherwise the defendant's affidavit under order 14 would amount to a pleading. Counsel for the respondent cited *Wallingford* v. *Mutual Society* (29 W. R 81, 5 App. Cas. 685).

THE COURT (POLLOCK, B., and DAY, J.), in dismissing the appeal, considered that the point taken by the appellant was one of general importance. The judge in chambers thought that one of the defences mentioned in the defendant's affidavit under order 14 was good, and that the other two were sham defences which ought not to stand between the plaintiff and judgment. Ord. 14, r. 6, laid down that "leave to defend may be given unconditionally or subject to such terms as to giving security, or time and mode of trial . . . or otherwise, as the judge may think fit." The contention of the appellant amounted to this: that if a defendant had twelve defences, all of which were bad, the plaintiff might sign judgment, but that if one of them were good the defendant might harass the plaintiff with all of them. That was a construction which they could not put upon ord. 14, r. 6. The judgment then proceeded upon another ground. Appeal dismissed.—COUNSEL, *Lambert Bond; G. Wallace*. SOLICITORS, *Armitage; Bolton & Co.*

[Reported by T. MATHEW, Barrister-at-Law.]

**REG.** *v.* **THE JUSTICES FOR THE COUNTY OF ESSEX**; *Ex parte* **THE WEST HAM ASSESSMENT COMMITTEE**—19th July.

APPEALS AGAINST POOR RATES—COSTS—TWO SETS OF RESPONDENTS—RIGHT TO DOUBLE SET OF COSTS—UNION ASSESSMENT COMMITTEE AMENDMENT ACT, 1864, ss. 2, 3.

Rule calling on the justices for the County of Essex to shew cause why a *mandamus* should not issue commanding them to order the clerk of the peace to tax the costs of the Assessment Committee of the West Ham Union in pursuance of the order made by consent on the 11th of October, 1893, by the court of quarter sessions in eleven several appeals entered by the London County Council against certain poor rates. This rule was obtained at the instance of the Assessment Committee of the West Ham Union, and the question raised by the rule was whether the assessment committee should have their costs against the London County Council, the council having already paid the costs of the churchwardens and overseers in respect of the appeals; in other words, whether the London County Council were bound to pay two sets of costs. The question arose with reference to certain rating appeals brought by the London County Council against the churchwardens and overseers of the parishes of East and West Ham and the Assessment Committee of the West Ham Union. The facts upon which the rule was obtained were stated as follows in the affidavit filed on behalf of the assessment committee:—The first notice of appeal, dated the 14th of November, 1890, was a notice of appeal by the county council against a poor rate made for the parish of East Ham, and such notice was addressed to and served upon the assessment committee as well as upon the churchwardens and overseers of the parish. Such appeal was respited from time to time, such respites being at the request of the appellants, and by the consent of the assessment committee as respondents, who, by arrangement with the county council, instructed counsel to appear and consent. A similar notice of appeal was served by the county council in respect of a poor rate made for the parish of West Ham, and the notice was served on the churchwardens and overseers as well as upon the assessment committee. It was ultimately arranged that this appeal only should be fought, and that the other appeals should abide the result of this appeal, and should be respited from time to time by consent for that purpose. Whilst this appeal was pending, fresh rates were from time to time made in these parishes, and in respect of such rates the county council gave notice of appeal to the assessment committee and to the churchwardens and overseers, and each of these appeals was respited from time to time with the consent of the assessment committee, who instructed counsel to appear and consent to such respites. The appeal came on for hearing at the quarter sessions for the county of Essex on the 1st of July, 1891, when the assessment committee, the churchwardens and overseers, and the London County Council were respectively represented by counsel, and all took part in the proceedings. No objection to the assessment committee appearing was raised, nor was any evidence required that the provisions of 27 & 28 Vict. c. 39, s. 2, had been complied with, but the assessment committee were treated as respondents. The court decided against the London County Council and in favour of the respondents, subject to a special case to be stated. This case was afterwards stated, and it was between the London County Council, as appellants, and the churchwardens and overseers and the assessment committee, as respondents. This special case was argued before a divisional court in February, 1892, when counsel appeared on behalf of the appellants and both respondents, and the appeal was dismissed. Upon the question of costs the appellants contended that they ought only to pay one set of costs, the costs of the assessment committee; but the court gave costs to the churchwardens, and to the assessment committee watching costs. This decision was reversed by the Court of Appeal, but restored by the House of Lords in September, 1893; but before this time appeals had been entered by the county council in eleven cases, and had all been respited from session to session upon the application of counsel for the county council, and with the consent of counsel for the assessment committee, to abide the result of the appeal to the House of Lords. At the quarter sessions held on the 11th of October, 1893, counsel for all parties attended, and counsel for the county council asked that the several appeals should be dismissed, with costs, and counsel for the assessment committee and churchwardens and overseers respectively consented; such costs to be taxed out of sessions. Upon the taxation of the costs by the clerk of the peace the county council objected to the taxation of the costs of the assessment committee, on (amongst other grounds) the ground that section 2 of 27 & 28 Vict. c. 39 had not been complied with, and the assessment committee were therefore not proper respondents, and also that the costs of the churchwardens and overseers as to the West Ham poor rates had been taxed and the orders of the court issued, and the clerk of the peace admitted that he had taxed the costs of the churchwardens and overseers with respect to these West Ham appeals and issued the orders of the court with respect to them, but he declined to tax the costs of the assessment committee with respect to these appeals. Counsel on behalf of the assessment committee then applied, in April, 1894, to the court of quarter sessions for directions to the clerk of the peace to tax the assessment committee's costs of the appeals, but the court refused to give any such direction to the clerk of the peace, as the assessment committee had given no proof that the provisions of section 2 of the Union Assessment Committee Act, 1864, had been complied with. The above rule for a *mandamus* was then obtained. Section 2 of the Act (27 & 28 Vict. c. 39) provides: "The assessment committee of such union may, with the consent of the guardians of such union, after notice shall have been sent to every guardian, appear as respondents to such appeal, but in the name of the guardians of such union, in like manner, and with the same incidents, and subject to the same liabilities, and entitled to the same remedies and rights, as in the case of persons other than the overseers to whom notice of

appeal may be given." Section 3 provides: "The costs which the committee may incur in consequence of becoming respondents to such appeal, or of having received notice thereof, shall, if not recovered from the appellants, as well as any costs the committee may be ordered to pay to the appellants, be paid by the guardians and charged to the common fund of the union, unless the court before whom such appeal is heard shall direct that such costs, or any part thereof, shall be charged to the parish the rate of which is appealed against." The county council contended that, although the assessment committee appeared upon such appeals, the churchwardens and overseers were the respondents, and that the assessment committee did not appear "in the name of the guardians of the union," nor with the consent of such guardians after compliance with the provisions of section 2 of the Act 27 & 28 Vict. c. 39, and that, in fact, they had never appeared under or by virtue of section 2, and that they had no right to claim costs against the appellants, but that remedy, if any, was under section 3. The court discharged the rule for the *mandamus*, upon the ground that the county council were not bound to pay a double set of costs under the circumstances.

MATHEW, J.—I think this rule must be discharged. It is not necessary to repeat at length in the judgment the imperative rule of procedure that there should not be two sets of costs unless there are some special reasons for it where there is but one question to be discussed between the parties. In this case we are asked to allow a double set of costs on the hearing of only one appeal, and the appeal is on a question of principle, and principle only. It is said, in the first place, that there is a statute which compels us to order these costs to be paid, and the statute relied on is the 27 & 28 Vict. c. 39, ss. 2, 3. What occurred with reference to that statute was this: when the appeal was first lodged at quarter sessions the assessment committee obtained from the guardians their sanction to appear as respondents. They made themselves in that way party to the appeal, and under the section in question, if they failed to recover at quarter sessions the costs that they were incurring from the appellants, they were entitled, under section 3, to look to the guardians for the payment of these costs. What happened was this: that the court of quarter sessions, seised of the whole affair, determined that there should be no costs. Therefore, in respect of the first proceeding, there is nothing which entitles the assessment committee to call upon the London County Council to pay the costs. The assessment committee, having made themselves party to this appeal, became entangled, as I gather, in the practice of quarter sessions, which, it is said, necessitates the appearance by counsel of the respondents for the purpose of respiting the appeal; and they appeared time after time, and the solemn form was gone through, as I understand, on twelve different occasions of entering and respiting the appeal. In respect of this transaction the very large sum of £280 is now claimed as payable by the London County Council for the costs incurred to the assessment committee. The appeal ultimately failed. Application was then made to quarter sessions for an order in respect of the costs of entering and respiting the appeal, and orders were made which, upon the face of them, appear to apply to the respondents. Orders that were ambiguous, orders that were made without the attention of the magistrates being called to the question that there were two sets of costs claimed by the two respondents in respect of one appeal on one question of principle. The order having gone in that way it is clearly reasonable and right that when the claim was subsequently made against the London County Council for these extra costs that the opinion of the court of quarter sessions should be taken as to the meaning of their order. Having heard, I have no doubt at great length, the matter discussed before them, I have no doubt the court of quarter sessions very properly came to the conclusion that nothing that had occurred at all warranted the assessment committee in saying that the London County Council were estopped from standing upon their strict rights. It is preposterous to say that anything happened to disentitle them to do so. They were representing the ratepayers, and nothing occurred to bind the ratepayers as to such an arrangement as Mr. Morten suggests. In that state of things we are asked to do that which the quarter sessions say they did not intend to do, and which I can find no Act of Parliament obliges me to do.

DAY, J.—I concur; under the circumstances I think the rule must be discharged, and with costs.

Rule discharged, with costs.—COUNSEL, *Bosanquet*, Q.C., and *Wedderburn; Jelf*, Q.C., and *E. Morten*. SOLICITORS, *W. A. Blaxland; Hillearys*.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

# LAW SOCIETIES.

## SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the Board of Directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 8th inst., at 2 p.m., Mr. John Henry Kays in the chair. The other directors present were Messrs. W. Beriah Brook, John M. Clabon, Gray Hill (Liverpool), F. Rowley Parker, Richard Pennington, Sidney Smith, R. W. Tweedie, Frederic T. Woolbert, and J. T. Scott, secretary. A sum of £826 was distributed in grants of relief, seven new members were admitted to the association, and other general business transacted.

## INCORPORATED LAW SOCIETY.

The following are extracts from the report of the council, continued from p. 669:—

*Maintenance of Infants.*—The council considered the cases of *Re Adams* 1893, 1 Ch. 329), *Re Jeffery* (1891, 1 Ch. 671), and *Re Burton's Will* (1892, 2 Ch. 38), in which North, J., decided that, in the absence of provisions in the settlement to the contrary, where infants as a class were entitled to settled capital money on coming of age, so soon as one of the class attained twenty-one the income of the entire fund was to be paid to him, leaving the other infants without any income applicable to their maintenance during their minority, notwithstanding section 43 of the Conveyancing Act, 1881. Pending an appeal against the view taken by North, J., the council advised the profession to insert the old maintenance clauses in wills and settlements, and not to rely on section 43 of the Conveyancing Act, 1891. The case of *Re Holford* has now been decided by the Court of Appeal, reversing the view taken by North, J.

*Surveyors' Reports on Properties offered as Security for a Mortgage*.—At the end of the last year a proposal was made to an insurance company for a loan on security of property in London, and the company agreed to entertain the loan, subject to a favourable report from their surveyor. The company instructed their surveyor to report on the value of the property, and he in due course furnished his report to them. The report was in the opinion of the company unfavourable, and they thereupon informed the mortgagor's solicitors that they were unable to entertain the loan. The insurance company stipulated before instructing the surveyor that his charges were to be paid by the intended mortgagor, whether the report justified the loan or not. The application for the loan having been refused, the intended mortgagor paid the surveyor's charges to the insurance company, and then claimed to have the report handed over to him, but the company refused to do this, claiming that the report, which was made to them on their instructions, was their property. As the question whether a report made by a surveyor on property offered as a security for a loan is the property of the intended mortgagor who invariably pays for it, or of the intended mortgagee on whose instructions and to whom it is made, is one of considerable practical importance to the profession, the council took the opinion of two leading counsel on the point, and they were advised that, as a matter of strict legal right, a surveyor's report made to an intending mortgagee belongs to him and not to the mortgagor, and this whether the loan is or is not actually made, and both during its currency and after its discharge by repayment or by sale.

*Notices to Trustees.*—The council have been requested to express an opinion as to whether the solicitors to trustees, who have been requested to get the acknowledgment of the receipt by the trustees of a notice, are entitled to charge for their trouble in the matter. The council repeated the opinion which they gave as long ago as 1881, when after much consideration they came to the conclusion that, having regard to the decision in the *Saffron Walden Building Society* v. *Rayner* (14 Ch. D. 406), the only safe course for a person having to give notice to trustees is to give such notice to the trustees personally, either directly or indirectly, through the medium of the solicitor acting for the trustees, and that the most convenient course was to request the solicitors who usually acted for the trustees to transmit the notice to them personally and obtain their signature to a memorandum, indorsed upon duplicates of the notices, acknowledging the receipt of the originals; and they were of opinion that, when notices have been sent to the solicitor for the trustees with a request that he should get an acknowledgment from his client, he ought to be paid the proper charges for the work done by the person at whose request he does it.

*Officialism.*—The attention of the council having been drawn to the continued official encroachments on work hitherto done by solicitors—more especially under the Winding-up Act, 1890—they issued in April last a third report, which will be found in the Appendix, p. 61. From the letter of Sir John Hibbert, Financial Secretary to the Treasury, of the 23rd of January, 1893, set out in the appendix, p. 61, it appears that the views of the Treasury Department do not materially differ from those of the council. In the letter Sir John T. Hibbert says that "it was not contemplated in 1890 that a public department should interfere so extensively in the joint stock business of the country, and that for the Government to go further than prosecutions for commercial misconduct, and to prevent fraud or waste until creditors and shareholders have an opportunity to organize their own protection, is, in their lordships' opinion, to undertake duties which traders should perform for themselves, and to enter into a competition—outside the proper functions of the State—with the classes who find in such business their legitimate occupation." This letter led to the appointment by the Government of an inter-departmental committee, before which evidence was given by, among others, Mr. Joseph Addison and Mr. William Godden, members of the council. The annual reports issued by the Winding-up and Bankruptcy Departments of the Board of Trade, as required by the statutes, have been issued at very late dates—for example, the Companies Winding-up Report for 1892 was not presented until February, 1894. The council have taken steps which they hope may have the effect of accelerating the issue of these reports, and they have asked that these reports may furnish additional information on various topics not hitherto included in them.

*Solicitors' Remuneration Order.*—During the past year many questions have been submitted either for determination or advice on matters arising under this order. The council, having been advised that the payment of a mere fee to the auctioneer would not preclude solicitors from charging the conducting scale on a sale by auction (see Society's Digest, 1889 [175], p. 86), have been waiting for a suitable test case for reviewing the decisions in *Re Peace and Ellis* and in *Burd* v. *Burd*. Such a case has recently come forward on appeal from the Vice-Chancellor of the County Palatine of Lancaster to the Court of Appeal, and was supported by the council—viz., *Drielsma* v. *Manifold*. The council regret that the Court of Appeal held that the act of receiving of the bids was part of the conducting, and that any payment by the client to the auctioneer amounted to a commission under rule 11, Sched. I., Part I., of the Remuneration Order. It would seem that the solicitors' conducting scale would only apply if the solicitor

pay the auctioneer, and thus in effect does all the conducting. The result of the recent decision is to reduce the conducting scale to a dead letter. It has always been practically inoperative in London and the south of England. Under these circumstances it is satisfactory that the council were successful in establishing (in *Re Parker*) that a solicitor's work incident to a sale by auction is not covered by the deducing scale, but is chargeable under the old system as altered by Schedule II.

*Legacy Duty on Professional Charges.*—The council have again had under consideration the question of the claim of the Commissioners of Inland Revenue to legacy duty on the professional charges of solicitors, and they came to the conclusion that if such a claim were insisted on in a particular case they would support an appeal. A case was brought to their notice in which such a claim was made, and the council informed the solicitor in question that they would support him in contesting the claim, and he accordingly informed the commissioners that he would contest it. The commissioners have replied that in the exercise of their discretion, although they are advised that in principle the claim is sound, they have now decided that in practice claims for legacy duty on the professional costs of a solicitor will not in ordinary circumstances be made.

*Solicitors Act*, 1894.—In the president's address at Manchester a suggestion was made in favour of exempting from the intermediate examination candidates who might obtain at the universities certain specified degrees in law. This suggestion, which was received at the time with considerable favour, both within the profession and outside in the press, was subsequently referred to the authorities of the universities mentioned, and obtained from them—especially those of Oxford, Cambridge, London, and the Victoria University—strong approval and support. The council accordingly, after a full and careful discussion, approved of the scheme, and at their request a Bill was introduced in the House of Commons by Sir Albert Rollit, which passed both Houses during the session and received the Royal Assent. The effect of this measure, which is to be construed together with the Solicitors Act, 1877, is to enable the society to exempt, by regulations, from the whole or part of the intermediate examination persons who shall obtain the degree of Bachelor of Civil Law, [or Bachelor of Laws or Law, or the corresponding certificate, or "any such other degree or distinction in any school or faculty of law or jurisprudence at any university in the United Kingdom as shall be from time to time specified in the regulations." The council hope that the result of the Act will be to encourage those who propose to become solicitors to avail themselves in increasing numbers of the great advantages of an university education. The council also take this opportunity of acknowledging with much pleasure their obligation to Sir Albert Rollit for his assistance in securing the passing of the Bill, and also to Lord Macnaghten for similar services in the House of Lords, where he was good enough to take charge of the measure.

*Statutory Rules Act.*—In former reports the council mentioned that they were promoting a Bill in Parliament with the view of insuring that the profession should have notice of any rules intended to be made under the Judicature Acts before they were signed. A Bill for this purpose was brought into Parliament again last year by Sir Albert K. Rollit at the request of the council, and they are glad to be able to report that in the autumn session the Bill passed both Houses and received the Royal Assent.

## NEW ORDERS, &c.

### ORDER OF TRANSFER.

ORDER OF COURT.

Tuesday, the 7th day of August, 1894.

I, the Right Honourable Farrer, Baron Herschell, Lord High Chancellor of Great Britain, do hereby order that the two several actions mentioned in the schedule hereto, shall be transferred from the Honourable Mr. Justice Chitty and the Honourable Mr. Justice North respectively, to the Honourable Mr. Justice Vaughan Williams.

SCHEDULE.

Mr. Justice Chitty (1892—L—3043).

Between the London and General Bank Limited in liquidation under an order of the court dated the 14th September, 1892, by Charles John Stewart, the provisional liquidator thereof, on behalf of themselves and all other the holders of debentures in the defendant company (plaintiffs) and the Building Estates Brickfields Company Limited (defendants).

Mr. Justice North (1894—R—1041).

Hugh Rose (plaintiff) v. Lorraine, Spencer, & Company Limited (defendants).

HERSCHELL, C.

## LEGAL NEWS.

### OBITUARY.

Mr. THOMAS COLLETT SANDARS, barrister-at-law, died last week at the age of 69. He was educated at Balliol College, Oxford, and was elected a Fellow of Oriel. He was called to the bar in 1851, and was for some years Professor of Constitutional Law and Legal History in the Inns of Court. He was best known, however, by his "Institutes of Justinian."

### APPOINTMENTS.

Mr. FREDERICK T. ASTON, solicitor, of No. 61, Gresham House, Old Broad-street, London, has been appointed a Commissioner to administer Oaths in England for the Supreme Court of the Gold Coast Colony.

### CHANGES IN PARTNERSHIPS.

DISSOLUTION.

ARCHIBALD HANBURY, WILLIAM JAMES HUTTON, and ROBERT ARTHUR WHITTING, solicitors, 62, New Broad-street, London, E.C. (Hanbury, Hutton, & Whitting), so far as relates to the said William James Hutton. March 31. The business of the said firm will henceforth be carried on by the said Archibald Hanbury and Robert Arthur Whitting.

[*Gazette*, August 3.

### GENERAL.

The *Omaha Bee*, cited by the *Albany Law Journal*, reports that in San Francisco a sensitive husband is suing his wife for divorce because she bleached her hair. In his petition he says: "Bleached or artificially coloured hair is easily distinguished as such, and does not appear natural, nor does it deceive any person, but it is perfectly patent and noticeably conspicuous. It is regarded by the majority of right-thinking persons as an indication of a loose, dissolute, and wanton disposition, and is regarded as and commonly held to be a practice never affected by modest, pure, and respectable women." The husband claims that he is mortified and humiliated on account of the change in the colour of his wife's hair. He adds: "She is a brunette naturally. Her hair is of a chestnut brown colour, which in its normal state is modest and becoming, and harmonizes with the natural colour of her skin and eyes. Since we married she has, against my wishes and protest, and with intent to vex, annoy, exasperate, and shame me, dyed her hair and changed its shade to a conspicuous and showy straw or canary colour. As a consequence of this artificial colouring she has been obliged to paint her face to secure an artificial complexion in keeping with the artificial colour of her hair. The combination has given her a giddy, fast, and sporty appearance."

## BIRTHS, MARRIAGES, AND DEATHS.

### BIRTHS.

SMALE.—Aug. 3, the wife of Harry Edgar Smale, of Hurdsfield Cottage, Macclesfield, solicitor, of a son.

STAMMERS.—Aug. 3, at 15, Dealtry-road, Putney, S.W., the wife of Sidney J. R. Stammers, solicitor, of a son.

STOREY.—Aug. 2, at Thornhill Park, Sunderland, the wife of Frederick George Storey, barrister-at-law, of a daughter.

TALLACK.—Aug. 6, at Beechwood, Cavendish-road, Sutton, Surrey, the wife of Edwin Tallack, solicitor, of a son.

### MARRIAGES.

HAWKE—STEVENS.—Aug. 2, at Oxford, John Anthony Hawke, barrister-at-law, of the Middle Temple, to Winifred Stevens, of Oxford.

LITTON—GORDON.—Aug. 2, at St. Patrick's Cathedral, Dublin, Edward de L. Litton, barrister-at-law, to Ida Kathleen Gordon, of Dublin.

### DEATH.

HUSBAND.—July 4, at Beaconsfield, South Africa, William Palmer Husband, solicitor, eldest son of the late William Dalla Husband, F.R.C.S., J.P., D.L., of Clifton, Bristol, and formerly of York.



## WINDING UP NOTICES.

*London Gazette.*—FRIDAY, Aug. 3.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

IMPERIAL PROPERTY INVESTMENT CO, LIMITED—By an order made by Vaughan Williams, J., dated July 25, it was ordered that the voluntary winding up be continued. Edwards & Son, solors for liquidator

INSURANCE PUBLISHING CO, LIMITED—Creditors are required, on or before Sept 22, to send their names and addresses, and particulars of their debts or claims, to William R. Taylor Carr, Monument House, Monument square

WOODRUFF KEYING CO, LIMITED—Creditors are required, on or before Sept 14, to send their names and addresses, and particulars of their debts or claims, to Frederick J Astbury, 34, Pall Mall, Manchester. Chew & Co, Manchester, solors for liquidator

### FRIENDLY SOCIETIES DISSOLVED.

BRADFORD HEBREW HAND-IN-HAND SOCIETY, Bradford, York. July 21

LLANERCHYMEDD DRUIDICAL FRIENDLY SOCIETY, Llanerchymedd, Anglesea. July 21

*London Gazette.*—TUESDAY, Aug. 7.

### JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ACME CIGARETTE MACHINE (BRITISH AND COLONIAL PATENTS), LIMITED—Creditors are required, on or before Sept 22, to send their names and addresses, and particulars of their debts or claims, to Herbert Edwards, 56, Bishopsgate st Within. Parker, 12, Bishopsgate st Within, solor for liquidator

BONVALET, LIMITED—Petn for winding up, presented Aug 3, directed to be heard on Wednesday, Aug 15. Denton & Co, 15, Gray's inn sq, solors for petner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 14

NATIONAL CONSERVATIVE CLUB, LIMITED—Petn for winding up, presented Aug 1, directed to be heard on Aug 15. G. S. & H. Brandon, 15, Essex st, Strand, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 14

### FRIENDLY SOCIETY DISSOLVED.

LIVERPOOL IVY SICK AND BURIAL FRIENDLY SOCIETY, 4, Great Homer st, Liverpool. July 28

## CREDITORS' NOTICES.

### UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, July 31.

FIELDING, GEORGE, Junction rd, Holloway, Butcher Sept 15 Biggerstaff v Fielding, and Percy v Fielding, Kekewich, J Upjohn, Furnival's inn

GLEN, JOHN, Preston, Cycle Agent Sept 1 Jones v Glen, Registrar, Preston Ascroft, Preston

THEOBALD, JAMES, Bedfords, Havering-atte-Bower, near Romford, Essex, MP Aug 31 Cartwright v Russell, Kekewich, J Longbourne & Co, Lincoln's inn fields

WEST, Rev HENRY, Wraysbury House, near Staines Aug 31 West v Young, Kekewich, J Dumbleton, Chancery lane

WHITTAKER, JAMES, Great Crosby, Lancs Sept 1 Whittaker v Whittaker, Registrar, Liverpool Wilson, Liverpool

*London Gazette.*—FRIDAY, Aug. 3.

CARTER, HARRY, Marlborough rd, Builder Oct 17 Fox v Carter, Stirling, J Maxwell, Bishopsgate st Within

*London Gazette.*—TUESDAY, August 7.

BRAMLEY, WILLIAM, Stainforth, York, Farmer Oct 13 Bramley v Glasier, Stirling, J Warburton, Manchester

HOLLAND, GEORGE HENRY, Grove rd, Brixton, Army Clothing Contractor Oct 1 Hoggan v Jones, Kekewich, J Martin, King st, Cheapside

HOWARD, WILLIAM, Ashton on Ribble, Preston, Brewer Sept 3 Hind v Howard, Registrar, Preston Oakey, Preston

MCFERRAN, WILLIAM, Manchester, Watchmaker Sept 11 Griffith v McFerran, Registrar, Manchester Dixon & Linnell, Manchester

RAMSAY-L'AMY, EUSTACE GEORGE, Stafford ter, Kensington Oct 1 Gillilian v Ramsay-L'Amy, Stirling, J Edwards & Son, Moorgate st

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### UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

*London Gazette.*—FRIDAY, July 27.

BAILEY, ADA ELIZABETH, Boston, Lincs Sept 15 Millington & Simpson, Boston

BARRETT, WILLIAM, Liverpool, Butcher Sept 15 Smith & Son, Liverpool

BLYTH, ALFRED ERNEST, South Hampstead Sept 11 Bell, Covent grdn

BRADLEY, MARY ANN NELSON, South Shields Aug 31 Rennoldson, South Shields

BYRNE, PAUL THOMAS, Linch, Sussex Sept 8 Plews, Rood lane

COOK, GEORGIANA MARY, Takely, Essex Sept 18 Baker & Thorneycroft, Bishops Stortford

CUMMING, MARION, Bow Aug 31 Freeman, Chancery lane

DAVIS, ARTHUR HILL, St Pancras Oct 1 Templeton & Cox, King's Bench walk

DAWSON, FANNY, Margate Aug 31 Bannister & Reynolds, Basinghall st

EDWARDS, ESTHER, Kings Norton Aug 20 Rooke, Birmingham

ELPHINSTONE, JOHN, Upper Tulse Hill Sept 1 Ford & Co, Bloomsbury sq

FOOKS, THOMAS, Weymouth, Tailor Aug 31 Andrews & Co, Weymouth

FOREMAN, EMILY SYKES, Streatham Sept 1 Rodgers & Co, Walbrook

FORESTER, BARON, Witley Park, Salop Sept 25 Potts & Potts, Broseley

GALE, WILLIAM, Llanvair Discoid, Farmer Sept 10 Lloyd & Pratt, Newport, Mon

HALDER, ANN, South Shields Aug 31 Rennoldson, South Shields

HASLOW, WILLIAM, Boston, Pork Butcher Sept 15 Millington & Simpson, Boston

HARRISON, JANE, Birtley Sept 1 Dickinson & Co, Newcastle upon Tyne

KITCHING, HENRY, Gt Ayton Sept 1 Spry, Middlesborough

LEMON, OLIVER, Highbury Grange Aug 31 Drake & Co, Rood lane

LLOYD, CAROLINE FANNY, Windsor Aug 31 Budd & Co, Bedford row

MARGOSCHIS, MARY ANN, Leamington Aug 15 Large & Son, Leamington

MCCALL, ARCHIBALD, Knightsbridge, Draper Sept 25 Haigh, Coleman st; Muir & Co, Watling st

MORRIS, VIOLET LOUISA, Bayswater Sept 29 Williams & James, Norfolk house

MUMMERY, BENJAMIN CLARK, Bournemouth, Gent Sept 1 Richardson & Sadler, Golden sq

NEWTON, ALEXANDER, Gt James st Sept 1 Maskell, Bedford row

NORTON, JOSEPH, Boston, Rope Maker Aug 24 Snaith, Boston

NORTON, MARTHA, Boston, Rope Maker Aug 24 Snaith, Boston

PARKER, Sir HENRY WATSON, Hampstead, Solicitor Sept 1 Parker & Co, Cornhill

PRESTON, JOHN, Salford, General Dealer Aug 25 Preston & Son, Manchester

REDMAN, ANN, Bradford Aug 4 Atkinson & Ward, Bradford

SHORT, WILLIAM JOHN, Ivybridge, Devon, Draughtsman Oct 1 Rooker & Co, Plymouth

SHUTTER, EMMA CATHERINE MICKLEHAM, Somers Town Aug 14 Arnold & Henry White, Gt Marlborough st

SMITH, JOHN Sept 1 Kinsey & Co, Bloomsbury pl

SOUTHALL, JOHN, Pimlico, Coachbuilder Nov 1 Dinn, Gresham bldgs

SWABY, RUTH, Middlesbrough, Fish Dealer Aug 27 Lewis, Middlesbrough

TANNER, MARY ANN, Twerton, Somerset Sept 29 Norris & Hancock, Devizes

TARLTON, SOPHIA AUGUSTA, Hyde Park gdns Aug 31 Arnold & Henry White, Gt Marlborough street

TITLEY, JOHN JACKSON, Bridgnorth, Solicitor Aug 25 Pitt, Bridgnorth

WARREN, WILLIAM, Macclesfield, retired Twister Sept 10 Hand, Macclesfield

WHITTLE, SAMUEL, Leigh, Chemist Aug 28 Hope, Atherton

WRIGLEY, WILLIAM, Heywood Aug 31 Isherwood, Heywood

*London Gazette.*—TUESDAY, July 31.

ASPDEN, MATTHEW, Longsight, Manchester, Clerk Sept 1 Grundy & Co, Manchester

BARNETT, ELIZA ELLEN, Hastings, Licensed Victualler Nov 1 Jones & Glenister, Hastings

BARNSLEY, RICHARD, Halesowen, Tube Works Manager Sept 14 Wright & Co, Oldbury

BOARDMAN, ISABELLA, Lower Broughton, Sept 25 McDonald, Manchester

CARMODY, JEREMIAH LYONS, Salford, Commercial Traveller Aug 31 Dixon & Linnell, Manchester

COLLINS, GEORGE THOMAS, Russell sq Sept 25 Newton & Co, Gt Marlborough st

EADON, JOHN, Sheffield Sept 29 Smith & Sons, Sheffield

EVANS, LEVI, Tipton, Carpenter Aug 30 Amphlett Whitehouse, Dudley

FENWICKE, Rev GERARD CHARLES, Blaston Manor, Leicester Aug 21 Douglass, Market Harborough

FOX, GEORGE, Lichfield, Esq Sept 4 Cobbett & Co, Manchester

FRANCIS, CARRINGTON, Lincoln's inn, Barrister at Law Aug 28 Marshall & Potter, Colchester

GILL, EDMUND, Carshalton, Artist Aug 27 Reep & Co, Gt St Thomas Apostle

GULLETT, THOMAS RICHARD, Dalston Sept 1 Myatt, Abchurch lane

HALL, ANNIE, Bellingham Sept 26 Brown, Newcastle upon Tyne

HAMNETT, EDWARD, Harpurhey, Gent Aug 10 Holroyd, Oldham

HARRISON, EMMA MARION, Chichester Sept 30 Woodham Smith, New inn

HARRISON, JANE SMITH, Bowdon Aug 25 Marsh & Co, Leigh

HEALES, HENRY, Knightsbridge Sept 10 Mason & Soper, Chancery lane

JENKINSON, BENJAMIN, Yeadon, Gent Aug 13 Barwick & Co, Yeadon

KING, CAROLINE GEORGINA, Brompton sq Aug 30 Witham & Co, Gray's inn sq

LANE, JOHN, Chelsea Aug 27 Taylor, Essex st

LUMB, ABRAHAM, Halifax, Grocer Aug 10 Farniss & Eastwood, Bradford

MACDONALD, JOHN FERGUSON, Lambeth, Clerk in Holy Orders Oct 5 Toulmin & Co, Liverpool

MENDES, JOSEPH, Clapton, Gent Sept 10 Mason, Finsbury

MERLE, ANN DE, Ennismore gdns, Hyde Park Sept 11 Shakespear, Bedford row

PATTERSON, JOHN, Otterburn, Farmer Sept 19 Brown, Newcastle upon Tyne

POCKLINGTON, ELIZA EMELIA ADELAIDE, Grafton st Aug 23 Sandilands & Co, Fenchurch avenue

ROBINSON, FRANCES, Malvern Sept 1 Tomlin & Son, Old Burlington st

ROTHERA, JOSEPH, Bradford, Engineer Aug 18 Atkinson & Ward, Bradford

SAVILLE, JANE, South Shields Sept 1 Hannay, South Shields

STEDMAN, MATHEW ROBERT, Gressenhall, Esq Sept 6 Watson & Digby, Fakenham

TARLTON, SOPHIA AUGUSTA, Hyde pk grdns Aug 31 Arnold & Henry White, Great Marlborough st

THOMPSON, EMMA, New Brompton Sept 1 Greenwood & Greenwood, Serjeants' inn

TODD, RICHARD, Walton le Dale, Farmer Aug 25 Craven, Preston

TWEEDMOUTH, Right Hon DUDLEY COUTTS BARON, Edington, Berwick Aug 30 Hunters & Haynes, New sq

WILKINSON, CHARLES WILLIAM, Monmouth, Gent Sept 15 Daniel, Leicester

WOODS, ARTHUR WILLIAM, Brighton, Solicitor Sept 1 Woods & Holmes, Brighton

*London Gazette.*—FRIDAY, Aug 3.

BATES, ANNE GASCOYEN, Kettering Sept 1 Fishers, Essex st

BLYTH, MARIA, Witham, Essex Aug 31 Ingle, Queen st

BROADBENT, PHŒBE, Wolverhampton Aug 20 Underhill & Thorneycroft, Wolverhampton

BROWN, EDMUND, Deal, Esq Sept 8 Brown & Brown, Deal

CARTER, WILLIAM, Bradford, Gent Aug 31 Trewavas, Bradford

COOKE, CHARLES EDWARD BRUNSKILL, Lincoln's inn fields, Barrister at Law Aug 31 Petch & Smurthwaite, Bedford row

EDWARDS, ESTHER, Kings Norton Aug 20 Rooke, Birmingham

GAGE, ROBERT, Downham Market, Builder Sept 3 Mellor, Downham Market

GOODWIN, RACHEL AUGUSTA, Norwich Sept 27 Ryland & Co, Birmingham

GREEN, CORNELIUS, Whittington, retired Farmer Sept 3 Mellor, Downham Market

HEALEY, ALFRED TIMOTHY, Clapham, Draper Sept 1 Bordman & Co, Southwark

HIGGINS, RICHARD, Westminster Sept 15 Mason & Co, Gresham st

HOLMES, JOHN, Wakefield, Publican Sept 8 Edmondson, Wakefield

HUGHES, HUGH, Lombard st, Esq Sept 6 Marchant & Co, Lombard st

JOHNSON, SAMUEL, Salford, Cotton Manufacturer Sept 20 Addleshaw & Warburton, Manchester

CLARK-KENNEDY, ALEXANDER KENNEDY, Blackheath, Major-General Oct 1 Collyer-Bristow & Co, Bedford row

LANGTRY, EMILY SARAH, Alverstoke, Hants Sept 1 Last & Son, Pall Mall East

LORD, JOHN, Chaceley, Worcester, Farmer Aug 31 Moores & Romney, Tewkesbury

MACBETH, BEATRICE, Everton Oct 1 Forshaw & Hawkins, Liverpool

MENDES, JOSEPH, Clapton, Gent Sept 10 Mason, Finsbury

MILLER, THOMAS MACAULAY, Westbury on Trym, Esq Sept 29 Abbot & Co, Bristol

PAYNE, FREDERICK WILLIAM, Vauxhall Bridge rd, Waiter Sept 10 Squires, Cambridge

PEREIRA, Hon MARGARET ANN, Park st Sept 5 Witham & Co, Gray's inn sq

PROCTER, ANNIE, Boston Sept 21 Foster, Aldershot

RODRIGUES, HENRY, Piccadilly, Stationer Aug 31 Taylor, Old Burlington st

RUSSELL, Lord CHARLES JAMES FOX, Woburn Sept 13 Wing & Du Cane, Gray's inn sq

SHUTTER, EMMA CATHARINE MICKLEHAM, Somers Town Aug 14 A & H White, Great Marlborough st

SKARDON, SARAH MARIA, Plymouth Sept 29 Wilson & Loye, Plymouth

SMITH, MARY, Woking Sept 1 Mossop, Woking

SMITH, THOMAS HENRY, Berkeley sq, Surgeon Sept 10 Taylor & Co, Furnival's inn

STEDMAN, MATHEW ROBERT, Gressenhall, Esq Sept 6 Watson & Digby, Fakenham

WEBBER, WILLIAM, St Thomas, Devon, Licensed Victualler Aug 31 Friend & Bea Exeter

WELCH, ALFRED, Colchester, Clothier Sept 5 White & Son, Colchester

WILLIAMS, DYAID, Llanfabon, Glam, Licensed Victualler Aug 30 Leigh & Harley, Cardiff

WOOLLEY, JOHN TURTON, Finch lane, Stockbroker Oct 30 Woolley, Gt Winchester st

WRAGG, JOHN, Brighton, Gent Sept 17 Wragg, Gt St Helens

YONGE, ANNA SUSANNA, Plymouth Sept 10 Woolcombe & Son, Plymouth

*London Gazette.*—TUESDAY, Aug. 7.

ARNOTT, HENRIETTA, Southampton Sept 8 Robins & Co, Southampton

ASHWORTH, WILLIAM EVANS, Southport, Gent Sept 15 Hedgcock & Ducker, Manchester

BARNES, GEORGE, Sunderland, Auctioneer Sept 2 Kidson & Co, Sunderland

BOUCHER, JAMES GEORGE Oct 1 Palmer & Co, Trafalgar sq

CHAMBERLAINE, ELIZABETH FRANCES, Gloucester Nov 30 Tarry & Co, Serjeants' inn

CROSS, GEORGE, Leeds, Brewer Nov 1 Emsley & Co, Leeds

DAUBENY, HENRY JONES, Welwyn Sept 13 Fardell & Canning, Temple

DUNKERLEY, WILLIAM, Timperley, Boot Dealer Sept 20 Diggles & Ogden, Manchester

FOY, JOHN, Bexhill, Priest Sept 8 Knight, Hastings

HAIGH, CHARLES, Holmfirth, Druggist Aug 17 Heap & Heeley, Holmfirth

HODGSON, ROBERT PROWDE, Liverpool, Gent Sept 15 Dent, York

HOLDEN, ANDREW, Farnworth, Wheelwright Sept 1 Monks, Bolton

HOOPER, JOHN, Berkeley, Gloucester, Gent Sept 22 Vizard & Co, Dursley

HOOTON, JAMES, Mobberley, Merchant Sept 15 Hedgcock & Ducker, Manchester

HOWARD, JOHN, Freemantle, Gent Sept 15 Hedgcock & Ducker, Manchester

LANGLEY, JOHN, Birkenhead, Farmer Sept 1 Newman & Kent, Liverpool

LOGAN, CATHERINE, Bavaria Sept 15 Baileys & Co, Berners st

LOW, JOHN, South Hackney, Gent Sept 15 Gardner, Leadenhall st

LUCAS, JOSEPH GOLDSMITH, Melling, Lancs Sept 10 Snowball & Co, Liverpool

MARSH, THOMAS, Thurlestone, Innkeeper Sept 11 Smith & Co, Sheffield

MARTIN, MARY, Tranmere Sept 1 Newman & Kent, Liverpool

MYTTON, HARRIET, Shipton Hall, Salop Sept 8 Cooper & Haslewood, Bridgnorth

NAYLOR, THOMAS, Bolton, Innkeeper Sept 5 Challinor, Manchester

NEAME, CHARLES, Copton Preston, Kent, Gent Sept 15 Tassell & Son, Faversham

PAULL, WILLIAM PRIDEAUX, Liverpool, Solicitor Sept 20 Smith, Birmingham

PERRY, JANE, Harton Sept 15 Moore & Armstrong, South Shields

PURTON, CHARLES COOPER, Cleobury Mortimer, Salop, Esq Sept 8 Cooper & Haslewood, Bridgnorth

REED, CHRISTOPHER, Humshaugh, Yeoman Sept 24 Brown, Newcastle upon Tyne

SCHOFIELD, MARIA, Stalybridge Aug 31 Buckley & Miller, Stalybridge

SCOTT, JOHN, Leeds, Gent Nov 1 Emsley & Co, Leeds

SIMSON, MARIA, Bournemouth Sept 15 Marchant & Co, Lombard st

SMITH, JOB, Anstey, Wheelwright Sept 8 Burgess & Dexter, Leicester

TRESDALE, Sir CHRISTOPHER CHARLES, South Bersted Sept 29 Raper & Co, Chichester

WAAGEN, ALFRED, Sydney, New South Wales Dec 31 Greening, Fenchurch st

WILLSON, GEORGE, Hackney, Undertaker Sept 18 Barrett, Bedford row

WHARTON, ALICE, Chesterfield Sept 29 Stanton & Walker, Chesterfield

YATES, EDMUND HODGSON, Covent grdn, Esq Sept 8 Lewis & Lewis, Holborn

## BANKRUPTCY NOTICES.

*London Gazette.*—FRIDAY, July 27.

### ADJUDICATION ANNULLED.

TAUNTON, WILLIAM, Wivelsfield, near Haywards Heath, Sussex, Artist Brighton Rec Ord March 14, 1885 Adjud June 6, 1885 Annul July 20, 1894

*London Gazette.*—FRIDAY, Aug. 3.

### RECEIVING ORDERS.

AYRE, HOWARTH, Burnley, Joiner Burnley Pet July 31 Ord July 31

BALDOCK, FREDERICK GEORGE, Marchmont st, Wine Merchant High Court Pet July 31 Ord July 31

BANKS, JOSEPH SAMUEL, Lowestoft, Smackowner Gt Yarmouth Pet July 31 Ord July 31

BLAKEMORE, FLORENCE EMILY, Wolverhampton, Drysalter Wolverhampton Pet July 31 Ord July 31

BROOKS, WILLIAM HALFORD, Eastcheap, Tea Broker High Court Pet July 13 Ord July 31

BROOMHALL, EDWARD EARP, Liverpool, Shipowner Liverpool Pet Aug 1 Ord Aug 1

BROWN, ALFRED, Peckham, Ironmonger High Court Pet July 5 Ord July 31

BROWN, JAMES, Harlesden, Grocer High Court Pet May 25 Ord July 31

BROWN, THOMAS, Exton, Hants, Coachbuilder Southampton Pet Aug 1 Ord Aug 1

BUTLER, CHARLES STAFFORD, Bath, Restaurant Keeper Bath Pet July 17 Ord Aug 1

DARLEY, CHARLES, Sheffield, Baker Sheffield Pet July 30 Ord July 30

DAWES, WILLIAM HENRY, and CHARLES WILLIAM DAWES, Dover, Builders Canterbury Pet Aug 1 Ord Aug 1

FLETCHER, JACOB, Horwich, Coal Dealer Bolton Pet July 17 Ord July 31

GARDNER, CHRISTOPHER, Carlisle, Clerk Carlisle Pet July 30 Ord July 30

GODDEN, WILLIAM JAMES, Upton pk, Butcher Rochester Pet July 30 Ord July 30

GREATREX, HENRY, Stockton on Tees, Furnaceman Stockton on Tees Pet July 30 Ord July 30

GRIFFITHS, JOEL, Porthcawl, Carpenter Cardiff Pet July 27 Ord July 27

HIRSCHFIELD, ISADORE, Kingston upon Hull, Dentist Kingston upon Hull Pet July 30 Ord July 30

HODKINSON, ADAM, Bolton, China Dealer Bolton Pet July 11 Ord July 31

HOSKIN, JOSIAH, Devonport, Boot Maker Plymouth Pet July 31 Ord July 31

HOWLETT, A E, Norwich, Surveyor Norwich Pet July 10 Ord July 31

HUDSON, BENJAMIN, Leeds, Cloth Fuller Leeds Pet July 30 Ord July 30

KAY, GAVIN, South Bank, Baker Stockton on Tees Pet July 27 Ord July 27

JOHNSON, THOMAS, Derby, Builder Derby Pet Aug 1 Ord Aug 1

JONES, JANET, and JOHN JONES, Abererch, Carnarvon, Farmers Portmadoc Pet July 28 Ord July 28

JUGGINS, FREDERICK, and JOHN JAMES COTCHIN, Northampton, Shoe Manufacturers Northampton Pet July 31 Ord July 31

KILBURN, GEORGE, Richmond, Yorks, Farmer Northallerton Pet July 31 Ord July 31

LEONARD, HERBERT, Castle Camps, Farmer Cambridge Pet July 30 Ord July 30

LEECH, GEORGE, Shrewsbury, Grocer Shrewsbury Pet July 28 Ord July 28

LLOYD, THOMAS, Pistyll, Farmer Portmadoc Pet July 31 Ord July 31

LYNAS, FRANCIS, Manchester, Fish Salesman Manchester Pet July 30 Ord July 30

MALE, NICHOLAS, Ross, Solicitor Hereford Pet July 31 Ord July 31

MASON, C T, Great Grimsby, Schoolmaster High Court Pet July 2 Ord Aug 1

NORMAN, JOSEPH, Wigton, Farmer Carlisle Pet July 31 Ord July 31

OWEN, RICHARD, Oswestry, Farm Bailiff Wrexham Pet July 28 Ord July 28

PALLISTER, JOHN, Oxford st, Dealer in Horses High Court Pet July 6 Ord July 25

PARKER, WILLIAM, Brentford, Builder Brentford Pet July 30 Ord July 30

REDING, EDWARD, Mincing lane, Merchant High Court Pet June 11 Ord Aug 1

SANDERS, W H, Bilston, Ironmaster Dudley Pet June 5 Ord June 23

SCOTTER, EDWIN, Newcastle on Tyne, Clerk Newcastle on Tyne Pet July 30 Ord July 30

STEAD, RICHARD, Ilkley, Builder Leeds Pet July 28 Ord July 28

STILL, EYATT LANGHORNE PHILIPPS, Belgium High Court Pet July 23 Ord July 30

SWALLOW, GEORGE, Oldham, Grocer Oldham Pet July 31 Ord July 31

SWAN, THOMPSON DANIEL, Great Yarmouth, Licensed Victualler Great Yarmouth Pet Aug 1 Ord Aug 1

TOFIELD, KATE M CLIFFORD, Datchet, Widow Windsor Pet July 5 Ord July 30

TOWERS, WILLIAM, and JAMES DODSON, Nottingham, Cabinet Makers Nottingham Pet Aug 1 Ord Aug 1

TURNER, FRANK MORRELL, Crouch End, Vocalist High Court Pet July 31 Ord July 31

WATSON, JOHN WILLIS, Dunston, Joiner Newcastle upon Tyne Pet July 30 Ord July 30

WILCOCK, SARAH, Peel causeway, Lodging House Keeper Manchester Pet Aug 1 Ord Aug 1

WOOD, THOMAS, Bradford Bradford Pet July 30 Ord July 30

### FIRST MEETINGS.

AKEHURST, EDWARD THOMAS, Hastings, Livery stable Keeper Aug 13 at 11 Young & Son, Bank bldgs, Hastings

ANDREWS, JOHN CHRISTIAN, Braintree, Tailor Aug 10 at 1.45 Horn Hotel, Braintree

BANKS, JOSEPH SAMUEL, Lowestoft, Smackowner Aug 14 at 4 Off Rec, 8, King st, Norwich

BEAMAN, THOMAS, Sheffield, Cabinet Maker Aug 10 at 3 Off Rec, Figtree lane, Sheffield

BENTLEY, ARTHUR, Nunhead, Builder Aug 10 at 11 Bankruptcy bldgs, Carey st

BERNSTEIN, FELIX, Hatton grdn, Merchant Aug 14 at 11 Bankruptcy bldgs, Carey st

BLADON, WILLIAM, Birmingham, Provision Dealer Aug 13 at 11 23, Colmore row, Birmingham

BREWIS, JOHN, Sunderland, Solicitor Aug 10 at 11 Off Rec, 25, John st, Sunderland

BROWN, THOMAS CHARLES, Hastings, Licensed Victualler Aug 13 at 10.15 Young & Son, Bank bldgs, Hastings

CLEVELAND, ALFRED ARNOLD, Brixton Aug 10 at 12 Bankruptcy bldgs, Carey st

CRABTREE, EDWIN, Blackpool, Cotton Waste Merchant Aug 15 at 3 Off Rec, 35, Victoria st, Liverpool

CROSSLEY, JOHN, Burnley, Painter Aug 23 at 1.30 Exchange Hotel, Nicholas st, Burnley

DARLEY, CHARLES, Sheffield, Baker Aug 10 at 3.30 Off Rec, Figtree lane, Sheffield

DAVIES, JOHN, Llansamlet, Haulier Aug 10 at 12 Off Rec, 31, Alexandra rd, Swansea

DAWE, HENRY, Ferndale, Glam, Boot Manufacturer Aug 10 at 3 Off Rec, 65, High st, Merthyr Tydfil

DE LACHY, THOMAS, Blaenavon, Painter Aug 10 at 12 Off Rec, 65, High st, Merthyr Tydfil

EVANS, ALFRED, Bedford row, Plumber Aug 10 at 12 Bankruptcy bldgs, Carey st

FLETCHER, JACOB, Horwich, Coal Dealer Aug 14 at 11 16, Wood st, Bolton

GODDEN, WILLIAM JAMES, Upton Park, Butcher Aug 13 at 11.30 Off Rec, Rochester

GODFREY, PETER, Leeds, Commission Agent Aug 13 at 12 Off Rec, 22, Park row, Leeds

GOODMAN, JACOB, Acton, Salesman Aug 10 at 12.30 Bankruptcy bldgs, Carey st

GREEN, ALFRED, Bournemouth, Grocer's Assistant Aug 10 at 12.30 Off Rec, Salisbury

GREENLAND, HENRY, Hastings, Grocer Aug 13 at 10.30 Young & Son, Bank bldgs, Hastings

GREEN, JOHN, Witton le Wear, Horse Dealer Aug 10 at 3 Wear Valley Hotel, Bishop Auckland

GRETTON, ALICIA RACHEL, Hastings Aug 13 at 12 Young & Son, Bank bldgs, Hastings

HALES, GEORGE, Gt Yarmouth, Beerhouse Keeper Aug 14 at 3.30 Off Rec, 8, King st, Norwich

HIRSCHFIELD, ISADORE, Kingston upon Hull, Dentist Aug 11 at 11.30 Off Rec, Trinity House lane, Hull

HODKINSON, ADAM, Bolton, China Dealer Aug 10 at 2 North Stafford Hotel, Stoke on Trent

HOGBEN, WALTER STEPHEN, Folkestone, Baker Aug 10 at 2.30 Off Rec, 73, Castle st, Canterbury

HUMBLE, GEORGE TAYLOR, Sunderland, Shipbroker Aug 10 at 12.30 Off Rec, 25, John st, Sunderland

JONES, HENRY BROUGH, Birkenhead, Cartowner Aug 13 at 3 Off Rec, 35, Victoria st, Liverpool

JONES, WILLIAM FREDERICK, Brecon, Saddler Aug 13 at 12 Off Rec, 65, High st, Merthyr Tydfil

KING, ALFRED ERNEST EDWARD, Bournemouth, General Dealer Aug 10 at 1 Off Rec, Salisbury

LEE, FREDERICK, Pimlico, Yeoman Aug 13 at 11 Bankruptcy bldgs, Carey st

LEONARD, HERBERT, Castle Camps, Farmer Aug 17 at 12 Off Rec, 5, Petty Cury, Cambridge

LEWIS, ELVIRA, Clydach Vale, Builder Aug 13 at 3 Off Rec, 65, High st, Merthyr Tydfil

LYNAS, FRANCIS, Manchester, Fish Salesman Aug 10 at 2.30 Ogden's chmbrs, Bridge st, Manchester

MARTIN, FREDERICK UPCHURCH, East Dereham, Cabinet Maker Aug 11 at 12 Off Rec, 8, King st, Norwich

MILLER, GEORGE SAMUEL, Nunhead, Baker Aug 13 at 12 Bankruptcy bldgs, Carey st

PUTLEY, HARRY, Bulith, Jeweller Aug 10 at 1 Off Rec, Llandiloes

SHILLING, ALFRED, Lowestoft, Smackowner Aug 14 at 3 Off Rec, 8, King st, Norwich

SHIPTON, THOMAS HENRY, Sydenham, Commercial Traveller Aug 13 at 11.30 24, Railway app, London Bridge

SPENCER, WILLIAM, Liverpool, Newsagent Aug 10 at 11.30 Off Rec, 23, King Edward st, Macclesfield

SPURGEON, RICHARD MESSANT (jun), Lewisham High rd, Draper Aug 13 at 12 24, Railway app, London Bridge

TRINNAM, MARK, Leeds, Slipper Maker Aug 13 at 11 Off Rec, 22, Park row, Leeds

TOWLER, DAVID, Sheffield, Patentee Aug 10 at 2.30 Off Rec, Figtree lane, Sheffield

TULLY, GILBERT, Ilminster, Farmer Aug 11 at 11.30 Off Rec, 5a, Hammet st, Taunton

VOSGNERCHIAN, HOOHANNES KEVORK, Manchester, Merchant Aug 10 at 3.30 Ogden's chmbrs, Bridge st, Manchester

WELLS, ALICE, 84 Leonards, Lodging house Keeper Aug 13 at 11.30 Young & Son, Bank bldgs, Hastings

WHALLEY, GEORGE PAUL, Macclesfield, Lieutenant Aug 10 at 11 Off Rec, 23, King Edward st, Macclesfield

WILCOCK, SARAH, Peel Causeway, Lodging house Keeper Aug 10 at 3.45 Ogden's chmbrs, Bridge st, Manchester

The following amended notices are substituted for those published in the London Gazette of July 27:—

DUGDALE, STEPHEN, Manchester, Salesman Aug 7 at 3 Ogden's chmbrs, Bridge st, Manchester

GOULD, HENRY, Manchester, Physician Aug 7 at 3.30 Ogden's chmbrs, Bridge st, Manchester

SMITH, PETER, Sale, Builder Aug 10 at 3 Ogden's chmbs, Bridge st, Manchester

The following amended notices are substituted for those published in the London Gazette of the 31st July:—

GATENBY, ROBERT, Middlesborough, Fruiterer Aug 8 at 3 Off Rec, 8, Albert rd, Middlesborough

SIMPKIN, RUSTON, Wrelton, Innkeeper Aug 8 at 11.30 Off Rec, 74, Newborough st, Scarborough

WINTERBINGHAM, GEORGE, Netley, Engineer Aug 14 at 12 Off Rec, 4, East st, Southampton

### ADJUDICATIONS.

ALDERSON, ALICE, Tunbridge Wells, Spinster Tunbridge Wells Pet June 23 Ord July 30

APPLETON, LEWIS, Westminster, Author High Court Pet April 20 Ord July 31

AYRE, HOWARTH, Burnley, Grocer Burnley Pet July 31 Ord July 31

BALDOCK, FREDERICK GEORGE, Marchmont st, Wine Merchant High Court Pet July 31 Ord July 31
BANES, JOSEPH SAMUEL, Lowestoft, Smackowner Gt Yarmouth Pet July 31 Ord July 31
BENTLEY, ARTHUR, Nunhead, Builder High Court Pet July 10 Ord July 31
BROWN, THOMAS, Exton, Hants, Coachbuilder Southampton Pet Aug 1 Ord Aug 1
CLARIDGE, WILLIAM, Ryde, Clerk Ryde Pet May 31 Ord July 27
CLEGG, EDMUND, Rochdale, General Dealer Rochdale Pet July 7 Ord July 31
CLEVELAND, ALFRED ARNOLD, Brixton High Court Pet July 3 Ord July 31
COOPER, WILLIAM, Stoke upon Trent, Brick Manufacturer Stoke upon Trent Pet July 18 Ord July 30
DARLEY, CHARLES, Sheffield, Baker Sheffield Pet July 30 Ord July 30
DAWES, WILLIAM HENRY, and CHARLES WILLIAM DAWES, Dover, Builders Canterbury Pet July 31 Ord Aug 1
GARDNER, CHRISTOPHER, Carlisle, Clerk Carlisle Pet July 30 Ord July 30
GODDEN, WILLIAM JAMES, Upton Park, Grocer Rochester Pet July 30 Ord July 30
GREATREX, HENRY, Stockton on Tees, Furnaceman Stockton on Tees Pet July 30 Ord July 30
GRIFFITHS, JOEL, Porthcawl, Glam, Carpenter Cardiff Pet July 27 Ord July 27
HARTLEY, PETER PENDLEBURY, Crewe, Car Proprietor Nantwich Pet July 3 Ord July 31
HINDS, REBECCA BRIGGS, Lowestoft High Court Pet June 18 Ord July 31
HIRSCHFIELD, ISADORE, Kingston upon Hull, Dentist Kingston upon Hull Pet July 30 Ord July 30
HOSKIN, JOSIAH, Stoke, Devonport, Shoe Maker Plymouth Pet July 30 Ord July 31
HUDSON, BENJAMIN, Leeds, Cloth Fuller Leeds Pet July 30 Ord July 30
JENNINGS, JOHN, Blackheath, Confectioner Windsor Pet July 10 Ord July 31
JOHNSON, THOMAS, Derby, Builder Derby Pet Aug 1 Ord Aug 1
KAY, GAVIN, South Bank, Yorks, Baker Stockton on Tees Pet July 27 Ord July 27
KILBURN, GEORGE, Richmond, Yorks, Farmer Northallerton Pet July 31 Ord July 31
LEECH, GEORGE, Shrewsbury, Grocer Shrewsbury Pet July 28 Ord July 28
LEONARD, HERBERT, Castle Camps, Farmer Cambridge Pet July 28 Ord July 30
LLOYD, THOMAS, Pistyll, Farmer Portmadoc Pet July 31 Ord July 31
LYNAS, FRANCIS, Manchester, Fish Salesman Manchester Pet July 30 Ord July 30
NORMAN, JOSEPH, Wigton, Cumbrld, Farmer Carlisle Pet July 31 Ord July 31
OWEN, RICHARD, Oswestry, Farm Bailiff Wrexham Pet July 25 Ord July 28
PARKER, WILLIAM, Brentford, Builder Brentford Pet July 30 Ord July 30
ROBINSON, WILLIAM ROGER, Salford, Coal Merchant Salford Pet April 23 Ord July 28
SCOTT, FRANCIS WILLIAM, Upton lane, Builder High Court Pet June 30 Ord July 31
SCOTTER, EDWIN, Newcastle on Tyne, Auctioneer's Clerk Newcastle on Tyne Pet July 30 Ord July 30
STEAD, RICHARD, Ilkley, Builder Leeds Pet July 28 Ord July 28
SWALLOW, GEORGE, Oldham, Grocer Oldham Pet July 30 Ord July 31
SWAN, THOMPSON DANIEL, Great Yarmouth, Licensed Victualler Great Yarmouth Pet Aug 1 Ord Aug 1
TOWERS, WILLIAM, and JAMES DODSON, Nottingham, Cabinet Makers Nottingham Pet Aug 1 Ord Aug 1
WATSON, JOHN WILLIS, Dunston, Builder Newcastle on Tyne Pet July 30 Ord July 30
WAY, RICHARD TEMPLE, St Helens, I W, Miller Ryde Pet July 6 Ord July 6
WHALLEY, GEORGE PAUL, Macclesfield, Lieutenant Macclesfield Pet June 19 Ord July 31
WILCOCK, SARAH, Peel Causeway, Lodging house Keeper Manchester Pet Aug 1 Ord Aug 1
WOOD, THOMAS, Bradford Bradford Pet July 30 Ord July 30

*London Gazette.*—TUESDAY, Aug. 7.

## RECEIVING ORDERS.

ALCOCK, HENRY WESTON, Barton on Humber, Brick Manufacturer Gt Grimsby Pet July 31 Ord July 31
BATEMAN, ROBERT, Middlewich, Butcher Nantwich Pet Aug 2 Ord Aug 2
BOOTH, WILLIAM, Sheffield, Cabinet Maker Sheffield Pet Aug 3 Ord Aug 3
BOWEN, HILL HORDEN, Walsall, Harness Manufacturer Walsall Pet July 13 Ord July 30
CUMBERBIRCH, THOMAS, and JOHN CUMBERBIRCH, Rochdale, Wheelwrights Rochdale Pet Aug 2 Ord Aug 2
ELY, MARY EMMA, and LIZZIE ANN ELY, Gt Grimsby, Fancy Wool Dealers Gt Grimsby Pet Aug 1 Ord Aug 1
EMON, ADOLPH, Rupert st High Court Pet July 19 Ord Aug 3
EVANS, JOHN BAMFORD, Aberavon, Draper Neath Pet Aug 2 Ord Aug 2
FIRTH, ALLEN ERASMUS, Rawfolds, Yorks, Grocer Dewsbury Pet Aug 1 Ord Aug 1
FISH, FRANCIS WILLIAM, Barrow in Furness Ulverstone Pet Aug 2 Ord Aug 2
GINN, ELIZABETH JANE TATE, Leytonstone, School Proprietor Chelmsford Pet Aug 1 Ord Aug 1
GOLDBERG, MYER, Walthamstow, Hat Maker High Court Pet July 16 Ord Aug 3
MORRIS, GRIFFITH MONTAGUE, Canonbury High Court Pet June 12 Ord Aug 1
NORTHEY, EMMANUEL AUGUSTUS, Plymouth, Auctioneer Plymouth Pet July 25 Ord Aug 1
NYE, CHARLES, Hampstead rd, Market Gardener High Court Pet Aug 2 Ord Aug 2
PADDEN, ERNEST JAMES, Cardiff, Fruit Merchant Cardiff Pet Aug 2 Ord Aug 2
PROCTER, JOHN SHELTON, Sheffield, Fruit Salesman Sheffield Pet Aug 2 Ord Aug 2
ROBERTS, ELIZABETH, Paternoster row, Widow High Court Pet June 25 Ord Aug 1
ROUQUETTE, PHILIP JOHN GRACCHUS, Whitechapel, Metal Founder High Court Pet Aug 2 Ord Aug 2
SHIPPEY, ARTHUR, King st, Electrical Engineer High Court Pet May 2 Ord Aug 2
SHORT, EDWIN DELL, Leyton, Stick Dresser High Court Pet Aug 2 Ord Aug 2
SMITH, JAMES, Lewes, Greengrocer Lewes Pet Aug 3 Ord Aug 3
SMITH, CHARLES HENRY, Lightcliffe, Yorks, Mill Manager Bradford Pet Aug 3 Ord Aug 3
SOLOMON, J, Covent Grdn, Fruit Dealer High Court Pet July 11 Ord Aug 2
TAYLOR, FREDERICK, West Bridgford, Warehouseman Nottingham Pet July 20 Ord Aug 1
WHITE, THOMAS, Farringdon st, Horse Dealer High Court Pet July 10 Ord Aug 2
WILLIAMS, EDITH, and AGNES WILLIAM, Swansea, Hosier Swansea Pet Aug 1 Ord Aug 1
WILLIAMSON, THOMAS, Wisbech, Farmer King's Lynn Pet July 21 Ord Aug 3
WOODCOCK, GEORGE, Bedford, Licensed Victualler Bedford Pet July 11 Ord Aug 1
WYNN, JOHN, Cardiff, Commercial Traveller Cardiff Pet Aug 1 Ord Aug 1

## FIRST MEETINGS.

APPLEYARD, JOSEPH THOMAS, Harborne, Accountant Clerk Aug 15 at 11 23, Colmore row, Birmingham
ASTON, THOMAS RICHARD, and THOMAS EDWARD ASTON, Birmingham, Rule Manufacturers Aug 16 at 11 23, Colmore row, Birmingham
BALDOCK, FREDERICK GEORGE, Marchmont st, Wine Merchant Aug 14 at 12 Bankruptcy bldgs, Carey st
BAYES, JAMES, Kettering, Veterinary Surgeon Aug 15 at 12.30 County Court bldgs, Northampton
BROOKS, WILLIAM HALFORD, Camberwell grove, Tea Broker Aug 16 at 11 Bankruptcy bldgs, Carey st
BROWN, ALFRED, Peckham, Ironmonger Aug 15 at 11 Bankruptcy bldgs, Carey st
BROWN, THOMAS, Exton, Hants, Coachbuilder Aug 15 at 12 Off Rec, 4, East st, Southampton
BUTLER, CHARLES STAFFORD, Bath, Restaurant Keeper Aug 15 at 12.30 Off Rec, Bank chambers, Corn st, Bristol
CHAPMAN, JOHN ROBERT, Fulham rd, Corn Dealer Aug 16 at 12 Bankruptcy bldgs, Carey st
CHIFFERS, JOB, Newlyn Paul, Fish Buyer Aug 14 at 10 Off Rec, Boscawen st, Truro
DAWSON, JOSEPH, Bradford, Wool Dealer Aug 15 at 11 Off Rec, 31, Manor row, Bradford
EARLS, STANLEY GEORGE, Landport, Decorator Aug 14 at 3 Off Rec, Cambridge junction, High st, Portsmouth
GATENBY, JOHN, Middlesborough, Beer Retailer Aug 15 at 3 Off Rec, 8, Albert road, Middlesborough
GUPPY, EDWARD JENKINS, Frome, Innkeeper Aug 15 at 12 Off Rec, Bank chmbrs, Corn st, Bristol
HEAPS, THOMAS, Old Jewry, Auctioneer Aug 15 at 11 Bankruptcy bldgs, Carey st
HOSKIN, JOSIAH, Devonport, Bootmaker Aug 15 at 11 10, Athenæum terrace, Plymouth
HUDSON, BENJAMIN, Leeds, Cloth Fuller Aug 15 at 11 Off Rec, 22, Park row, Leeds
IVORY, JAMES H, Adelphi Aug 16 at 11 Bankruptcy bldgs, Carey st
JACOBS, ALFRED ASHER, Southend, Clothier Aug 15 at 12 Off Rec, 95, Temple chmbrs, Temple avenue
JENNINGS, JOHN, Lee, Kent, Confectioner Aug 15 at 12 Chequers Hotel, Uxbridge
JOHNSON, THOMAS, Derby, Builder Aug 15 at 12 Off Rec, St James's chmbrs, Derby
JONES BROS, Newport, Shipowners Aug 15 at 3 Off Rec, Gloucester Bank chmbrs, Newport, Mon
LEECH, GEORGE, Shrewsbury, Grocer Sept 4 at 11 Off Rec, Shrewsbury
MARSHALL, WILLIAM, Willesden Green, Boot Dealer Aug 15 at 2.30 Bankruptcy bldgs, Carey st
MOORE, OSCAR, Stock Exchange, Stockbroker Aug 16 at 2.30 Bankruptcy bldgs, Carey st
PRICE, THOMAS, Garnant, Butcher Aug 14 at 12.15 Off Rec, 11, Quay st, Carmarthen
RALPH, JAMES, jun, Landport, Butcher Aug 14 at 12.30 Off Rec, Cambridge Junction, High st, Portsmouth
SAUNDERS, HENRY BANYARD, Liverpool, Company Director Aug 15 at 2 Off Rec, 35, Victoria st, Liverpool
WOOD, THOMAS, Bradford, Worsted Coating Manufacturer Aug 16 at 12 Off Rec, 31, Manor row, Bradford

## ADJUDICATIONS.

BATEMAN, ROBERT, Middlewich, Butcher Nantwich and Crewe Pet Aug 2 Ord Aug 2
BOFFEY, WILLIAM HENRY, and WILLIAM HENRY BOFFEY, the younger, Wandsworth, Newspaper Proprietors Wandsworth Pet May 10 Ord July 31
BOOTH, WILLIAM, Sheffield, Cabinet Maker Sheffield Pet Aug 3 Ord Aug 3
CLARK, JOHN, Willenhall, Solicitor Wolverhampton Pet May 25 Ord Aug 2
COLLARD, CLIFFORD WATTS, Bristol, Butcher Bristol Pet July 23 Ord Aug 3
COGDON, JOHN MONTAGUE, Chelsea, Gent High Court Pet June 12 Ord Aug 1
CRABTREE, EDWIN, Blackpool, Cotton Waste Merchant Liverpool Pet June 29 Ord Aug 3
CUMBERBIRCH, THOMAS, and JOHN CUMBERBIRCH, Rochdale, Wheelwrights Rochdale Pet Aug 2 Ord Aug 2
DEAN, THOMAS, Bilston, Baker Wolverhampton Pet July 25 Ord Aug 2
DICKINSON, WILLIAM, Kingsland, Boot Dealer High Court Pet June 15 Ord Aug 1
ELY, MARY EMMA, and LIZZIE ANN ELY, Great Grimsby, Fancy Wool Dealers Great Grimsby Pet Aug 1 Ord Aug 1
FISH, FRANCIS WILLIAM, Barrow in Furness Ulverston Pet Aug 2 Ord Aug 2
FLETCHER, JACOB, Horwich, Coal Dealer Bolton Pet July 17 Ord Aug 1
GINN, ELIZABETH JANE TATE, Leytonstone, School Proprietor Chelmsford Pet July 30 Ord Aug 1
HEY, FRANK, OLIVER COURTNEY HEY, and JAMES FREDERICK HEY, Keighley, Worsted Spinners Bradford Pet July 12 Ord Aug 1
HODKINSON, ADAM, Bolton, China Dealer Bolton Pet July 10 Ord Aug 1
KING, ALFRED ERNEST EDWARD, Bournemouth, General Dealer Poole Pet July 27 Ord Aug 3
MASHITER, JOHN, Helm Bank, Farmer Ulverston Pet July 19 Ord Aug 2
NYE, CHARLES, Hampstead rd, Market Gardener High Court Pet Aug 2 Ord Aug 2
PADDEN, ERNEST JAMES, Cardiff, Fruit Merchant Cardiff Pet Aug 2 Ord Aug 2
PROCTER, JOHN SHELTON, Sheffield, Fruit Salesman Sheffield Pet Aug 2 Ord Aug 2
SHORT, EDWIN DELL, Leyton, Stick Dresser High Court Pet Aug 2 Ord Aug 2
SIMPSON, OSWALD, and WILLIAM ALLEN RUSSELL, Preston, Cotton Spinners Preston Pet July 12 Ord Aug 3
SMITH, CHARLES HENRY, Lightcliffe, Yorks, Mill Manager Bradford Pet July 25 Ord Aug 3
SMITH, JAMES, Lewes, Greengrocer Lewes Pet Aug 3 Ord Aug 3
STILL, EVATT LANGHARNE PHILIPPS, Menheniet, Cornwall High Court Pet July 23 Ord Aug 2
TAYLOR, JAMES, Liverpool, Baker Liverpool Pet July 18 Ord Aug 2
TURNER, FRANK MORRELL, Crouch End, Vocalist High Court Pet July 31 Ord Aug 2
WILLIAMS, EDITH, and AGNES WILLIAMS, Swansea, Hosiers Swansea Pet Aug 1 Ord Aug 1
WOODCOCK, GEORGE, Bedford, Licensed Victualler Bedford Pet July 11 Ord Aug 1
WYNN, JOHN, Cardiff, Commercial Traveller Cardiff Pet Aug 1 Ord Aug 1

## ORDER RESCINDING RECEIVING ORDER AND DISMISSING PETITION.

VESEY, MARIE (MIRIAM) LEON, Hill st, Rutland gate, Widow High Court Rec Ord March 28, 1894 Recsn & Dismsl of Petn Aug 2

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